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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

THE BOARD OF TRUSTEES, in their
capacities as Trustees of the LABORERS
HEALTH AND WELFARE TRUST FUND
FOR NORTHERN CALIFORNIA;
LABORERS VACATION-HOLIDAY TRUST
FUND FOR NORTHERN CALIFORNIA;
LABORERS PENSION TRUST FUND FOR
NORTHERN CALIFORNIA; and LABORERS
TRAINING AND RETRAINING TRUST
FUND FOR NORTHERN CALIFORNIA,

Plaintiffs,

v.

2ND GENERATION DEVELOPMENT, INC.,
A California Corporation; 2ND GENERATION
DEVELOPMENT, INC. doing business as
BAY AREA PERVIOUS CONCRETE,

Defendants.

No.

**COMPLAINT FOR BREACH OF
CONTRACT, DAMAGES & AUDIT**

Plaintiffs complain of Defendants 2nd Generation Development, Inc., a California corporation; and 2nd Generation Development, Inc., doing business as Bay Area Pervious Concrete, and for cause of action allege:

1 **I. JURISDICTION AND INTRADISTRICT ASSIGNMENT**

2 This action arises under and is brought pursuant to Section 502 of the Employee
3 Retirement Income Security Act, as amended (“ERISA”), 29 U.S.C §1132, and section 301 of the
4 Labor Management Relations Act (“LMRA”), 29 U.S.C. §185. Venue properly lies in this
5 District Court since contributions are due and payable in the County of San Francisco. Therefore,
6 intradistrict venue is proper.

7 At all times material herein, Plaintiffs, The Board of Trustees, were Trustees of the
8 Laborers Health and Welfare Trust Fund for Northern California (hereinafter “Welfare Fund”);
9 Laborers Pension Trust Fund for Northern California (hereinafter “Pension Fund”); Laborers
10 Vacation-Holiday Trust Fund for Northern California (hereinafter “Vacation Fund”); and the
11 Laborers Training and Retraining Trust Fund for Northern California (hereinafter “Training
12 Fund”) (hereinafter collectively referred to as “Trust Funds”). At all times material herein, each
13 of the above-named Trust Funds was, and now is, an employee benefit plan created by a written
14 Trust Agreement subject to and pursuant to section 302 of the LMRA (29 U.S.C. § 186) and a
15 multi-employer employee benefit plan within the meaning of sections 3, 4 and 502 of ERISA (29
16 U.S.C. §§ 1002, 1003, and 1132). Each of the above-named Trust Funds is administered by a
17 Board of Trustees which may bring this action in the name of the Trust Funds pursuant to the
18 express provisions of the Trust Agreements. All the above-named Trust Funds and their
19 respective Board of Trustees shall hereinafter be designated collectively as “Plaintiffs”.

20 At all times material herein, Defendants 2nd Generation Development, Inc., a California
21 corporation; and 2nd Generation Development, Inc. doing business as Bay Area Pervious Concrete
22 (hereinafter collectively referred to as “Defendants”), have been employers within the meaning of
23 sections 3(5) and 515 of ERISA (29 U.S.C. §§ 1002(5), 1145) and employers in an industry
24 affecting commerce within the meaning of section 301 of the LMRA (29 U.S.C. § 185)

25 **ALLEGATIONS APPLICABLE TO ALL CLAIMS FOR RELIEF**

26 **IV.**

27 Defendants are signatory and bound to a written Collective Bargaining Agreement known
28 as the Community Workforce Agreement between the City of Hayward and the Building and

Construction Trades Council of Alameda County and its affiliated local unions (hereinafter referred to as “BTCA”), a labor organization within the meaning of section 301 of the LMRA (29 U.S.C. § 185). Defendants became subject to all the terms and conditions of the Community Workforce Agreement by virtue of signing an Agreement to be Bound (hereinafter “Agreement to be Bound”), which binds Defendants to the Laborers Master Agreement (hereinafter referred to as the “Master Agreement”) by and between Associated General Contractors of California, Inc. and the Northern California District Council of Laborers’ International Union of North America (hereinafter referred to as the “Union”), a local union affiliated with the BTCA, and to the various Trust Agreements establishing each of the Trust Funds. True and correct copies of the Community Workforce Agreement; the Agreement to be Bound; and the 2018-2023 Master Agreement are attached hereto as Exhibit “A,” Exhibit “B,” and Exhibit “C,” respectively, and are incorporated by reference herein (hereinafter the Community Workforce Agreement, Master Agreement and Trust Agreements are collectively referred to as the “Agreements”). By said Agreements, Defendants promised that they would contribute and pay to Plaintiffs the hourly amounts required by the Agreements for each hour paid for or worked by any of their employees who performed any work covered by said Agreements.

V.

The Agreements provide for prompt payment of all delinquent contributions to the various Trust Funds, and provide for the payment of interest on all delinquent contributions, liquidated damages as a reasonable attempt to cover the damages incurred by the Trust Funds in the event of a breach by the employers where it would be impracticable or extremely difficult to calculate losses at the time the Agreements were negotiated, attorneys’ fees and other collection costs, and for the audit of the signatory employer or employers’ books and records in order to permit the Plaintiffs to ascertain whether all fringe benefit contributions have been timely paid as required by the applicable labor agreements and law.

FIRST CLAIM FOR RELIEF **(BREACH OF CONTRACT)**

VI.

Plaintiffs incorporates and reallege by reference all the allegations stated hereinabove.

VII.

Pursuant to the Agreements, Plaintiffs conducted an audit of Defendants' books and records, covering the time period from January 1, 2020 to October 31, 2021 (hereinafter, the "Audit Period") to determine whether Defendants complied with their reporting and payment obligations regarding contributions owed for covered work performed under the Agreements. The audit revealed that Defendants failed to pay contributions owed to the Trust Funds as required by said Agreements.

VIII.

Plaintiffs have made written demands of Defendants for payment of the amounts determined to be due and owing pursuant to the audit. To date, Defendants have failed, neglected, or refused to pay such amounts and there is now due and owing and unpaid to Plaintiffs Trust Funds contributions in the sum of \$12,789.19, plus liquidated damages, audit fees and interest in the amount estimated to be at least \$5,402.25 related to such unpaid contributions which have not been submitted to the Trust Funds as required by said Agreements.

VIII.

Plaintiffs are the intended third-party beneficiaries of the Master Agreement, but Trust Fund contribution delinquencies are excluded from the arbitration provisions of the Master Agreement.

IX.

Plaintiffs have complied with all conditions on their part to be performed under the terms of the applicable agreements.

X.

Plaintiffs are entitled to reasonable attorneys' fees, interest, and other reasonable expenses incurred in connection with this matter due to Defendants' failure and refusal to pay all fringe benefit contributions due and owing pursuant to the terms of the applicable Labor Agreements, Trust Agreements, and ERISA section 502(g)(2) (29 U.S.C. § 1132(g)(2)).

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SECOND CLAIM FOR RELIEF
(ACTUAL DAMAGES FOR BREACH OF CONTRACT)
XI.

Plaintiffs incorporate and reallege by reference all the allegations stated hereinabove.

XII.

Defendants have failed, neglected, and refused to make timely fringe benefit contributions as required by the applicable Agreements, and have caused Plaintiffs actual damages in an amount to be proven at trial

THIRD CLAIM FOR RELIEF
(AUDIT)
XIII.

Plaintiffs incorporate and reallege by reference all the allegations stated hereinabove.

XIV.

Plaintiffs believe that additional amounts may be due and owing and also pray for an audit covering the time period beginning November 1, 2021 to the last completed quarter to determine same.

WHEREFORE, Plaintiffs pray judgment against Defendants 2nd Generation Development, Inc., a California corporation; and 2nd Generation Development, Inc. doing business as Bay Area Pervious Concrete as follows:

1. That Defendants be ordered to pay contributions in the amount of \$12,789.19, plus interest thereon;
2. That Defendants be ordered to pay liquidated damages, interest and audit fees in the amount of at least \$5,402.25;
3. That Defendants be ordered to pay actual damages according to proof;
4. That this Court issue an Order directing and permanently Defendants to timely submit to Plaintiff Trust Funds, all reports and contributions due and owing by Defendants plus interest, liquidated damages, attorneys' fees, and costs as provided in ERISA sections 502(a)(3) and (g)(2) (29 U.S.C. § 1132(a)(3), (g)(2));
5. That this Court issue an Order permanently enjoining Defendants for so long as they remain obligated to contribute to the Trust Funds, from failing, neglecting, or refusing to

1 timely submit required monthly contributions reports and payments as required by the terms of
2 the collective bargaining agreements, Trust Agreements and ERISA sections 502(a)(3) and (g)(2)
3 (29 U.S.C. § 1132(a)(3), (g)(2));

4 6. That Defendants be ordered to pay Plaintiffs' attorney's fees;

5 7. That Defendants be ordered to submit to an audit between Plaintiffs and
6 Defendants covering the time period of November 1, 2021 to the last completed payroll quarter;

7 8. That Defendants be ordered to pay costs of suit herein;

8 9. That this Court grant such further relief as this Court deems just and proper; and

9 10. That this Court retain jurisdiction of this matter to enforce the Order compelling an
10 audit and payment of all amounts found due and owing pursuant to said audit.

11 Dated: December 6, 2022

WEINBERG, ROGER & ROSENFELD
A Professional Corporation

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13 By: /S/ CRAIG L. SCHECHTER
14 CRAIG L. SCHECHTER
Attorneys for Plaintiffs

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EXHIBIT A

COMMUNITY WORKFORCE AGREEMENT

WITH THE CITY OF HAYWARD

This Agreement is made and entered into this 6 day of July, 2017 ("Effective Date"), by and between the City of Hayward ("City"), together with other contractors and/or sub-contractors, who agree to, and shall become parties to this Agreement by signing the "Agreement To Be Bound" (Attachment A), and the Building and Construction Trades Council of Alameda County and its affiliated local unions.

PURPOSE

The purpose of this Agreement is to promote efficiency of construction operations performed by the City of Hayward and to provide for the peaceful settlement of labor disputes and grievances without strikes or lockouts, thereby promoting the public interest in assuring the timely and economical completion of the projects covered by this Agreement, while helping to increase training and employment opportunities for graduates of the Hayward Unified School District ("HUSD") and Hayward residents in the construction trades through local hire, apprenticeship and pre-apprentice programs.

RECITALS

WHEREAS, the successful completion of the City's construction projects, as hereinafter defined, is of the utmost importance to the City of Hayward; and

WHEREAS, the interests of the general public, the City, the Unions and Contractor(s) would be best served if the construction work proceeded in an orderly manner without disruption because of strikes, sympathy strikes, work stoppages, picketing, lockouts, slowdowns or other interferences with work; and

WHEREAS, the Contractor(s) and the Unions desire to mutually establish and stabilize wages, hours and working conditions for the workers employed on construction work performed for the City of Hayward by the Contractor(s), and further, to encourage close cooperation among the Contractor(s) and the Union(s) to the end that a satisfactory, continuous and harmonious relationship will exist among the parties to the Agreement; and

WHEREAS, the Contractor(s) and the Union(s) and the City of Hayward wish to ensure labor peace at the jobsite devoid of any disruption that could jeopardize the schedule and timeliness of the construction process, where both contractors that are signatory to collective bargaining agreements of the Union(s) are supervising employees that are members of the Union(s) and where contractors that are not signatory to collective bargaining agreements are also supervising employees; and

WHEREAS, SB 922, codified as Public Contract Code Section 2500 *et seq.*, authorizes public entities to use, enter into, or require contractors to enter into, project labor agreements for construction projects, provided the agreement includes specified taxpayer protection provisions, which requirements have been incorporated into this Agreement; and

WHEREAS, this Agreement is not intended to replace, interfere, abrogate, diminish or modify existing local or national collective bargaining agreements in effect during the duration of this Agreement, insofar as a legally binding agreement exists between the Contractor and the affected Union, except to the extent that the provisions of this Agreement are inconsistent with said bargaining agreements, in which event the provisions of this Agreement shall prevail; and

WHEREAS, contracts for construction subject to this Agreement will be awarded in accordance with the applicable provisions of the Charter of the City of Hayward, the California State Public Contract Code, the California Labor Code, and other applicable California law; and

WHEREAS, the City of Hayward has the absolute right to select the lowest responsive and responsible bidder for the award of the construction contracts; and

WHEREAS, the parties signatory to this Agreement pledge their full good faith and trust to work towards a mutually satisfactory completion of the projects covered by this Agreement.

NOW, THEREFORE, IT IS AGREED BETWEEN AND AMONG THE PARTIES HERETO AS FOLLOWS:

ARTICLE 1
DEFINITIONS

1.1 “Agreement” means this Community Workforce Agreement.

1.2 “Building Trades Council” means the Building and Construction Trades Council of Alameda County, AFL-CIO.

1.3 “City” means the City of Hayward.

1.4 “Completion” means that point at which the City accepts a project at issue by filing a Notice of Completion, or as otherwise provided by applicable state law. It is understood by the parties that portions of the Projects may be completed in phases and Completion of any such phase may occur prior to Completion of the Projects.

1.5 “Contractor(s)” means all contractors and subcontractors at all tiers, any individual, firm, partnership or corporation, or combination thereof, including joint ventures, which is an independent business enterprise and has entered into a contract with the City of Hayward or any of its contractors or subcontractors of any tier, with respect to the construction work necessary for any part of the Project,

including construction building material delivery truckers, trucking companies and trucking brokers, who agrees, under contract with the Contractor(s), or a subcontractor of the Contractor(s), to perform on the project, any part or portion of the construction work covered by this Agreement, including the operating of construction equipment, performance of labor and/or installation of materials.

1.6 “Construction Contract(s)” means all of the contract(s) for construction of any Project as that term is hereinafter defined.

1.7 “Council” means the Building and Construction Trades Council of Alameda County.

1.8 “District Graduate” is a Hayward resident who has graduated from a Hayward Unified School District school within the last four years preceding the effective date of this Agreement.

1.9 “New Apprentice” is an apprentice who has been enrolled in a State of California approved apprenticeship program that is a joint labor-management apprentice program for a maximum of two years.

1.10 “Hayward Resident” means any individual who at any time during the Projects’ construction can certify through a utility bill or other similar means acceptable to the parties that the individual resides within the boundaries of the City of Hayward.

1.11 “Master Agreement” or “Schedule A” means the Master Collective Bargaining Agreement of each craft Union signatory hereto (copies of which shall be provided by the Union to the City) and which are listed in Attachment B, and which are incorporated herein by reference.

1.12 “Project” or “Projects” for the purposes of this Agreement mean all construction Projects costing more than one million dollars (\$1,000,000) based on Engineer’s Estimate.

1.13 “Union” or “Unions” means the Building and Construction Trades Council of Alameda County and its affiliated local Unions signatory to this Agreement, acting on their own behalf and on behalf of their respective affiliates and member organizations, whose names are subscribed hereto and who have through their officers executed this Agreement.

1.14 “Project Manager” means the person or persons or business entity designated by the City to oversee all phases of design and construction on the Projects.

1.15 “Sole Operator” means a licensed contractor with no employees and exempted by the Contractor’s State License Board from the requirement to carry workers’ compensation insurance. (See: *California Business and Professions Code section 7125.*)

1.16 “Veteran” means a person who served in the active military, naval, or air service, and who was discharged or released therefrom under conditions other than dishonorable.

ARTICLE 2

SCOPE OF AGREEMENT

2.1 Parties: This Agreement shall apply and is limited to all Contractors and Subcontractors performing Construction Contracts necessary for the Projects, the City, the Building Trades Council and any labor organization signatory to this Agreement, acting on their own behalf and on behalf of their respective affiliates and member organizations, whose names are subscribed hereto and who have through their officers executed this Agreement.

2.2 Project Description: This Agreement shall govern the award of all of the Construction Contracts identified by the City as part of the Project. All Projects that are subject to this Agreement shall be identified as covered Projects in the agenda report to the City Council requesting the authorization to solicit bids. The City Council retains the right to exempt projects following meet and confer as an agenda item at the JAC between City staff and the Building Trades Council. The City has the absolute right to combine, change, consolidate, suspend or cancel Construction Contracts(s) or portions of Construction Contract(s) identified as part of the Projects. Once a Construction Contract is completed, it is no longer covered by this Agreement, except when a Contractor is directed to engage in repairs, warranty work or modifications required by its Construction Contract with the City. For the purposes of this Agreement, a Construction Contract shall be considered completed as set forth in Section 1.4 of this Agreement.

2.3 Covered Work:

2.3.1 This Agreement covers, without limitation, all construction Projects with a construction cost estimate of more than one million dollars (\$1,000,000). For these Projects, the Agreement covers all Contractor performed on-site site preparation, on-site surveying, construction, alteration, demolition, installation, improvement, painting or repair of buildings, structures and other works, and related activities for the Project that is within the craft jurisdiction of one of the Unions and which is directly part of the Project, including, without limitation to the following examples, geotechnical and exploratory drilling, temporary and permanent HVAC, landscaping and temporary fencing, pipelines (including those in linear corridors built to serve the project), pumps, pump stations, and installation of modular furniture that is covered by the State of California Prevailing Wage determinations. On-site work includes work done for the Project in temporary yards, dedicated sites, or areas adjacent to the Project, and at any on-site or off-site batch plant constructed solely to supply materials to the Project. This scope of work includes all soils and materials testing and inspection where such testing and inspection is a classification in which a prevailing wage determination has been published. This Agreement shall apply to any start-up, calibration, commissioning, performance testing, repair, and

operational revisions to systems and/or subsystems performed for the Project after completion unless it is performed by City employees.

2.3.2 The Projects include work necessary for the Projects and/or in temporary yards or areas adjacent to and/or dedicated to the Projects, and at any on-site batch plant(s) constructed solely to supply materials to the Projects. This Agreement covers all on-site fabrication work over which the City or Contractor(s) possesses the right of control (including work done for the Projects in any temporary yard or area established for the Projects). Additionally, it is agreed hereby that off-site work, including fabrication work necessary for the projects defined herein that is covered by a provision of a current Master Agreement or local addenda to a National Agreement of the applicable Union(s) that is in effect as of the Effective Date of this Agreement shall be considered covered work under this Agreement.

2.3.3 The furnishing of supplies, equipment or materials that are stockpiled for later use shall in no case be considered subcontracting. Construction trucking work, such as the delivery of ready-mix, asphalt, aggregate, sand or other fill material that are directly incorporated into the construction process, as well as the off-hauling of debris and excess fill material and/or mud, shall be covered by the terms and conditions of this Agreement, to the fullest extent provided by law and by prevailing wage determinations of the California Department of Industrial Relations. Employers, including brokers, of persons providing construction trucking work shall provide certified payroll records to the City within ten (10) calendar days of written request or as required by bid specifications.

2.3.4 The on-site installation or application of all items shall be performed by the craft having jurisdiction over such work as set forth under the provisions of this Agreement; provided, however, that the installation of specialty items which may be furnished by the Contractor shall be performed by construction persons employed under this Agreement who may be directed by other personnel in a supervisory role; further, provided, however, in limited circumstances requiring special knowledge of the particular item(s), work may be performed by construction persons of the vendor or other companies where necessary to protect a manufacturer's warranty. The issue of whether it is necessary to use construction persons of the vendor or other companies shall be subject to the grievance and arbitration clause of this Agreement. Work subject to manufacturer's warranty shall be discussed during the pre-job conference.

2.4 Exclusions: The following shall be excluded from the scope of this Agreement:

2.4.1 This Agreement is not intended to, and shall not affect or govern the award of public works contracts by the City that are outside the identified scope of work of the Projects. This Agreement is not intended to and shall not govern any construction work that is bid or performed prior to the effective date of this Agreement. This Agreement applies only to Construction Contracts that are awarded by the City, and not third party public agencies, where City funding is utilized.

2.4.2 This Agreement is not intended to, and shall not affect the current or anticipated operation, maintenance, repair, access to or use of any of the City's buildings or facilities, except in those circumstances where the Project satisfies the requirements set forth in Section 1.12.

2.4.3 This Agreement shall not apply to a Contractor or Subcontractor's executives, managerial employees, engineering employees, design employees, supervisors (except those covered by existing building and construction trades collective bargaining agreements), and office and clerical employees that are not performing construction work on the project.

2.4.4 This Agreement shall not apply to any work performed on, near or leading to the site of work covered by this Agreement that is undertaken by state, county or other governmental bodies or their contractors; or by public or private utilities or their contractors; or by the City or its contractors for work not part of the scope of the Projects. Furthermore, this Agreement shall not be construed to prohibit or restrict the City or its employees from performing work on or around the Project construction sites or from entering the sites for any purposes deemed necessary or appropriate by the City.

2.4.5 This Agreement shall not apply to the off-site maintenance of leased equipment or the on-site supervision of such work.

2.4.6 Unless otherwise decided by the City, work covered by this Agreement within the following craft jurisdictions shall be based on the terms of various National Agreements as follows: the NTL Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, and the National Agreement of Elevator Constructors, and any instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Technicians, with the exception that Articles 4, 11, 13 and 14 of this Agreement shall apply to such work.

2.5 Termination, Suspension and/or Delay of Work: It is understood and agreed that the City, at its sole option, may change, terminate, delay and/or suspend any and all portions of the covered work at any time. Furthermore, the City may prohibit some or all work on certain days or during certain hours of the day to comply with applicable codes, laws or regulations, permits or to accommodate the ongoing operations of the City's facilities and/or to mitigate the effect of the ongoing Projects' work on the businesses and residents in the neighborhood of the Project sites; and/or require such other operational or schedule changes that may be deemed necessary, in its sole judgment, to effectively maintain the primary purpose of the City's facilities and to remain a good neighbor to the residents and businesses in the area of the Projects. In order to permit the Contractors and Unions to make appropriate scheduling plans, the City will provide the affected Contractor and Union(s) with reasonable notice of any changes it requires pursuant to this section.

ARTICLE 3
EFFECT OF AGREEMENT

3.1 By executing this Agreement, the Unions, and the City, and any other signatory to this Agreement, agree to be bound by each and every provision of this Agreement.

3.2 By accepting the award of a Construction Contract for the Projects, whether as contractor or subcontractor at any tier, the Contractor/Subcontractor agrees to be bound by each and every provision of this Agreement.

3.3 This Agreement shall only be binding on the signatory parties hereto their successors and assigns and shall not apply to the parents, affiliates, subsidiaries, lenders, or other ventures of any such party unless performing work within the scope of the Project(s).

3.4 At any time that any Contractor enters into a subcontract with any subcontractor of any tier for the performance of construction or construction trucking work within the scope of this Agreement, the Contractor shall provide a copy of this Agreement, as it may from time to time be modified by the negotiating parties, to said subcontractor and shall require the subcontractor as a part of accepting an award of a construction subcontract to agree in writing to be bound by each and every provision of the Agreement prior to the commencement of work.

3.5 Each Contractor and Subcontractor shall evidence their agreement to be bound to this Agreement by executing the Agreement To Be Bound form attached hereto as Attachment A. A copy of the Agreement To Be Bound executed by a Contractor or Subcontractor shall be submitted to the Union(s) prior to both the commencement of work and the pre-job conference. If the Contractor or Subcontractor refuses to execute the Agreement To Be Bound, then such Contractor or Subcontractor shall not be awarded a Construction Contract to perform work on the Projects. A Contractor or Subcontractor who executes the Agreement To Be Bound shall then subsequently be considered a signatory party to this Agreement.

3.6 The Contractor(s) has the primary obligation for performance of all conditions of this Agreement. This obligation cannot be relieved, evaded or diminished by subcontracting. Should the Contractor(s) elect to subcontract, the Contractor(s) shall continue to have such primary obligation.

3.7 Each Contractor(s) shall give written notice to the Union(s) of any subcontract involving the performance of work covered by this Agreement within either seven (7) days of entering such subcontract or before such subcontractor(s) commences work on the Project, whichever occurs first. Such notice shall specify the name, address and the California State License Board license number of the subcontractor(s).

3.8 (a) With regard to any Contractor that is independently signed to any Master Agreement, this Community Workforce Agreement shall in no way supersede or prevent the enforcement of any subcontracting clause contained in such Master Agreement, except as specifically set forth in subsection (b) of this Section. Any such subcontracting clause in a Master Agreement shall remain and be fully enforceable between each craft union and its signatory employers, and no provision of this Community Workforce Agreement shall be interpreted and/or applied in any manner that would give this Community Workforce Agreement precedence over subcontracting obligations and restrictions that exist between craft unions and their respective signatory employers under a Master Agreement, except as specifically set forth in subsection (b) of this Section 3.8. To the extent that the provisions of this Agreement are inconsistent with any other provisions contained in a Master Agreement, the provisions of this Agreement shall prevail.

(b) If a craft union (hereafter "Aggrieved Union") believes that an assignment of work on this Project has been made improperly by a contractor or subcontractor, even if that assignment was as a result of another craft union's successful enforcement of the subcontracting clause in its Master Agreement, as permitted by subsection (a) of this Section 3.8, the Aggrieved Union may submit a claim under the jurisdictional resolution process contained in Article 12 of this Community Workforce Agreement, and the decision rendered as part of that process shall be enforceable to require the contractor or subcontractor that made the work assignment to assign that work prospectively to the Aggrieved Union. An award made to a craft union under the subcontracting clause of its Master Agreement, as permitted pursuant to Section 3.8(a) of this Article, shall be valid and fully enforceable by that craft union unless it conflicts with a jurisdictional award made pursuant to this Community Workforce Agreement. If the award made under the Master Agreement conflicts with the jurisdictional award, the award of any damages under the former shall be null and void *ab initio*.

3.10 Each Contractor(s) shall alone be liable and responsible for its own individual acts and conduct and for any breach or alleged breach of this Agreement. Any alleged breach of this Agreement by a Contractor(s) or any dispute between the Union(s) and the Contractor(s) respecting compliance with the terms of this Agreement, shall not affect the rights, liabilities, obligations and duties between the signatory Union(s) and each other Contractor(s), party to this Agreement.

3.11 It is mutually agreed by the parties that any liability of a Union(s) shall be several and not joint. Any alleged breach of this Agreement by a signatory Union(s) shall not affect the rights, liabilities, obligations and duties between the Contractor(s) and the other Union(s) party to this Agreement.

3.12 The Unions agree that this Agreement does not have the effect of creating any joint employment status between or among the City and/or any Contractor or subcontractor.

3.13 The provisions of this Agreement, including Schedules A's, which are incorporated herein by reference and which are the local Master Agreements of the Signatory Unions having jurisdiction over the work on the Project, shall apply to the work covered by this Agreement, notwithstanding the provisions of any other local, area and/or national agreements which may conflict with or differ from the terms of this Agreement. Where a subject covered by the provisions of this Agreement is also covered by a Schedule A, the provisions of this Agreement shall prevail. Where a subject is covered by the provisions of a Schedule A and is not covered by this Agreement, the provisions of the Schedule A shall prevail.

ARTICLE 4

WORK STOPPAGES, STRIKES, SYMPATHY STRIKES AND LOCKOUTS

4.1 During the duration of the Projects, the Union(s) and its members, agents, representatives and employees shall not incite, encourage, condone or participate in any strike, walkout, slowdown, sit-down, stay-in, boycott, wobble, sympathy strike, picketing or other work stoppage or handbilling of any nature whatsoever, for any cause whatsoever (including jurisdictional disputes), and it is expressly agreed that any such action is a violation of this Agreement.

4.1.1 Withholding employees for failure of a Contractor(s) to tender trust fund contributions as required in accordance with Article 15 and/or for failure to meet its weekly payroll is not a violation of this Article 4; however, the Union(s) shall give the affected Contractor(s) and the City written notice five (5) business days prior to the withholding of employees when failure to tender trust fund contributions has occurred.

4.1.2 Expiration of Master Agreements. It is specifically agreed that there shall be no strike, sympathy strike, picketing, lockout, slowdown, withholding of work, refusal to work, walk-off, sit-down, stand-in, wobble, boycott or other work stoppage of any kind as a result of the expiration of any local, regional or other applicable labor agreement having application at the Projects and/or failure of the parties to that agreement to reach a new contract. If a Master Agreement expires before the Contractor(s) completes the performance of a construction contract and the Union(s) or Contractor(s) gives notice of demands for a new or modified Master Agreement, the Union(s) agrees that it will not strike or withhold labor from the Contractor(s) on said contract for work covered under this Agreement and the Union(s) and the Contractor(s) agree that the expired collective bargaining agreement shall continue in full force and effect for work covered under this Agreement until a new or modified Master Agreement is reached between the Union(s) and Contractor(s). If the Union(s) and Contractor(s) agree to an interim agreement that will apply until a new Master Agreement is reached, then, at the Contractor(s)' option, the Contractor(s) may work under the terms of the interim agreement until a new or modified Master Agreement is reached between the Union(s) and Contractor(s). If the new or modified Master Agreement reached between the Union(s) and Contractor(s) provides that any terms of compensation of the Master Agreement shall be retroactive, the Contractor(s) agrees to comply with any retroactive terms of the new or modified Master Agreement to its effective

date which is applicable to employees employed on a project within seven (7) days after its effective date.

4.2 In consideration of the foregoing, the Contractor(s) shall not incite, encourage or participate in any lockout or cause to be locked out any employee covered under the provisions of this Agreement. The term "lockout" does not refer to the discharge, termination or layoff of employees by the Contractor(s) for any reasons in the exercise of its rights as set forth in any provision of this Agreement, nor does "lockout" include the City's decision to terminate or suspend work on the site or any portion thereof for any reason.

4.3 Any employee or employees inciting, encouraging or participating in any strike, slowdown, picketing, sympathy strike or other activity in violation of this Agreement is subject to immediate discharge and the procedure of Article 11, if invoked.

4.4 If the City contends that any Union has violated this Article, it will notify in writing (including email) the Secretary-Treasurer/Business Manager/Senior Executive of the Council and the Senior Executive of the Union, setting forth the facts alleged to violate the Article, prior to instituting the expedited arbitration procedure set forth below. The Council will immediately use his/her best efforts to cause the cessation of any violation of this Article. The leadership of the Union will immediately inform the membership of their obligations under this Article.

4.5 Any party to this Agreement shall institute the following binding arbitration procedure prior to initiating any other action at law or equity when a breach of this Article is alleged to have occurred. In the event a party institutes this procedure, arbitration shall be mandatory.

4.5.1 The party invoking this procedure shall immediately notify Robert Hirsch who the parties agree shall be the permanent Arbitrator under this procedure. Barry Winograd shall serve as the alternate in the event that the permanent Arbitrator is unavailable at any time. If both Arbitrators are unavailable, the City will propose three (3) additional alternate Arbitrators from which the other party in the action will select from those three (3) additional alternates. Notice to the Arbitrator shall be by the most expeditious means available, with notice by facsimile, telegram, email or similar means to the party alleged to be in violation and the involved Contractor(s) and/or Union(s), the Building Trades Council and the City.

4.5.2 Upon receipt of said notice the Arbitrator named above or the alternate shall designate a place for, schedule and hold a hearing within twenty-four (24) hours.

4.5.3 The Arbitrator shall notify the parties by facsimile, telegram, email or similar means of the place and time chosen for the session. A failure of any party or parties to attend said hearing shall not delay the hearing of evidence or issuance of an award by the Arbitrator.

4.5.4 The sole issue at the hearing shall be whether or not a violation of this Article has in fact occurred, and the Arbitrator shall have no authority to consider any matter in justification,

explanation or mitigation of such violation or to award damages, which issue is reserved for court or other arbitration proceedings, if any. The Arbitrator shall determine compliance with this Article and establish the appropriate sum of damages, which shall not be less than One Thousand Dollars (\$1,000) or more than Ten Thousand Dollars (\$10,000) for each shift, for violations of this Article. The award shall be issued in writing within three (3) hours after the close of the hearing and may be issued without a written opinion. If any party desires a written opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the award. The Arbitrator shall order cessation of the violation of this Article and other appropriate relief, and such award shall be served on all parties by hand or registered mail upon issuance.

4.5.5 The award shall be final, binding and non-reviewable as to the merits. A judgment of any court of competent jurisdiction shall be entered upon the award, which may be enforced by any such court, upon the filing of this Agreement and all other relevant documents referred to hereinabove in the following manner. Facsimile, telegram or similar notice of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the Arbitrator's award as issued under Section 4.5.4, all parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party's right to participate in a hearing for a final order of enforcement. The Court's order or orders enforcing the Arbitrator's award shall be served on all parties by hand or by delivery to their last known address or by registered mail.

4.5.6 Any rights created by statute or law governing arbitration or injunction proceedings inconsistent with the above procedure, or which interfere with compliance therewith, are hereby waived by the parties to whom they accrued.

4.5.7 The costs of the arbitration, including the fee and expenses of the Arbitrator, shall be borne equally by the parties.

4.5.8 The procedures contained in Article 4 shall be applicable only to alleged violations of this Article. Discharge or discipline of employees for violation of this Article 4 shall be subject to the grievance and arbitration procedures of Article 9.

4.6 If there is a lockout, strike, sympathy strike, stoppage, slowdown, picketing or action otherwise advising the public that a labor dispute exists or interference with the progress of the Projects, the Parties shall have the right to seek full legal redress in the courts of California, after complying with the emergency arbitration provisions of Article 4.

ARTICLE 5
PRE-JOB CONFERENCE

5.1 A mandatory pre-job conference shall be held after the award of the contract and prior to the commencement of each Construction Contract or subcontract. Such conference shall be attended by a representative each from the participating Contractor(s), including all sub-contractors under contract, and Union(s), the Project Manager or any other City representative deemed appropriate by the City. One of the conference topics shall be discussion of work covered under warranty. All efforts will be made to hold the pre-job conference in sufficient time to ensure all parties the ability to properly raise and resolve any issue that may arise out of such meeting, with a goal that such conferences will be held at least fourteen (14) calendar days before the work commences. All meetings shall be held at Hayward City Hall, 777 B Street, Hayward, California 94541, or with mutual agreement of the parties, the meeting may be held at the offices of the Building Trades Council.

ARTICLE 6
NO DISCRIMINATION

6.1 The Contractors and Unions agree not to engage in any form of discrimination on the ground or because of race, color, creed, national origin, ancestry, age, sex, sexual orientation, gender identity, disability or any other basis made illegal by law against any person, or applicant for employment on the Projects.

ARTICLE 7
UNION SECURITY

7.1 The Contractors recognize the Union(s) as the sole bargaining representative of all construction persons working within the scope of this Agreement.

7.2 All construction persons who are employed by the Contractor(s) shall, as a condition of employment, on or before the eighth (8th) day of consecutive or cumulative employment on the Projects, be responsible for the payment of the applicable monthly working dues, fees, pension-fund type benefits, and any associated fees uniformly required for union membership in the applicable local union that is signatory to this Agreement, but is not required to join union.

7.3 Authorized representatives of the Unions shall have access to the Projects whenever their respective craft work is being performed on the Project.

ARTICLE 8
REFERRAL

8.1 Contractor(s) performing construction work on the Projects described in the Agreement shall, in filling craft job requirements, utilize and be bound by the registration facilities and referral systems established or authorized by the Unions signatory hereto ("Job Referral System"). Such Job Referral System will be operated in a non-discriminatory manner and in full compliance with all federal, state, and local laws and regulations, including those which require equal employment opportunities and nondiscrimination.

8.2 The Contractor(s) shall have the right to reject any applicant referred by the Union(s), in accordance with any applicable Master Agreement.

8.3 The Contractor(s) shall have the unqualified right to select and hire directly all supervisors above general foreman it considers necessary and desirable, without such persons being referred by the Union(s).

8.4 In the event that referral facilities maintained by Union(s) are unable to fill the requisition of a Contractor(s) for employees within a forty-eight (48) hour period, weekends and holidays excluded, after such requisition is made by the Contractor(s), the Contractor(s) shall be free to obtain employees from any source ("Alternative Employees"). Upon hiring Alternative Employees, the Contractor(s) shall immediately notify the appropriate Union(s) of the name and address of the Alternative Employees hired. This provision does not affect core employees as defined below.

8.5 Unions shall exert their utmost efforts to recruit sufficient numbers of skilled craft persons, particularly those craft persons residing in Hayward, to fulfill the requirements of the Contractor(s).

8.6 A Sole Operator, as defined in this Agreement under section 1.15, self-performing work on a covered Project shall not be required to request dispatch from the union hall with jurisdiction over the Sole Operator's work. However, if the Sole Operator hires any additional employees subsequent to starting work on a covered Project, the Sole Operator will be treated as the core employee and any subsequent employee(s) will be dispatched from the hiring hall. Before hiring an employee(s) on the Project, the Sole Operator must request permission from the JAC through the Coordinator and provide evidence of compliance with CLSB and Workers Compensation requirements. For purposes of this Agreement, Trucking Sole Operators will be treated as the core employee, but must nevertheless be dispatched from the hiring hall, and will be exempt from trust fund obligations but must pay representational fees. All Sole Operators, including truckers, must sign this Agreement's Letter of Assent prior to starting work on a covered Project.

8.7 In the event that a Contractor has its own core employees, the Contractor may request by name, and the local union will honor, referral of persons who demonstrate the following qualifications:

- (1) Possess any license and/or certifications required by state or federal law for the Project work to be performed; and
- (2) Have worked a total of at least one thousand (1,000) hours in the construction craft during the prior three (3) years; and
- (3) Were on the Contractor's active payroll for at least sixty (60) days out of the one hundred and eighty (180) calendar days prior to the contract award; and
- (4) Have the ability to perform safely the basic functions of the applicable trade.

8.8 The Union will refer to such Contractor one journeyman employee from the hiring hall out-of-work list for the affected trade or craft, and will then thereafter refer one of such Contractor's "core" employees as a journeyman and shall repeat the process, one and one, until such Contractor's crew requirements are met or until such Contractor(s) has hired no more than five (5) "core" employees, whichever occurs first. Thereafter, all additional employees in the affected trade or craft shall be hired exclusively from the hiring hall out-of-work lists(s). For the duration of the Contractor's work, the ratio shall be maintained and when the Contractor's workforce is reduced, employees shall be reduced in the same ratio of core employees to hiring hall referrals as was applied in the initial hiring. Contractor(s) signatory to a Master Agreement with Union(s) signatory hereto shall be bound to use the hiring hall provisions contained in the relevant collective bargaining agreement of the affected Union(s), and nothing in the referral provisions of this Agreement shall be construed to supersede the local hiring hall provisions of the Master Agreement, as they relate to such Contractor(s). Any exceptions requested to this process must be referred to the JAC for review.

8.9 Subject to the limitations of applicable law, the parties to this Agreement support the development of increased numbers of skilled construction workers who are residents of the City of Hayward, to meet the needs of the Projects and the requirements of the industry generally. To that end, the Unions agree to encourage the referral and utilization, to the extent permitted by law and the hiring hall procedures of the Unions, of qualified Hayward Residents as journeymen and apprentices on the Projects and entrance into such apprenticeship and training programs as may be operated by the signatory Unions consistent with the applicable apprenticeship program's state-approved standards.

ARTICLE 9

GRIEVANCE PRODEDURE

9.1 All disputes involving discipline and/or discharge of employees working on the Project shall be resolved through the grievance and arbitration provision contained in the Master Agreement for the craft of the affected employee. For purposes of this Article, such grievance procedure shall be limited to disputes regarding the imposition of discipline or dismissal arising from work covered by the Agreement. Such Contractor shall not impose discipline or dismissal on its construction persons covered

by this Agreement without just cause. For purposes of this Agreement, just cause shall have the meaning set forth in the Master Agreement of the craft representing the employee(s) involved in the dispute.

ARTICLE 10
JOINT ADMINISTRATIVE COMMITTEE

10.1 The parties to this Agreement shall establish a five (5) person Joint Administrative Committee. This Committee shall be comprised of two (2) representatives selected by the City; two (2) representatives selected by the Unions; and one (1) industry representative mutually agreed to by the parties. Each representative shall designate an alternate who shall serve in his or her absence for any purpose contemplated by this Agreement. A quorum of the Joint Administrative Committee shall consist of three members, comprising at least one representative from the City and one representative from the Building Trades Council.

10.2 The Joint Administrative Committee shall meet as required, but not less than once each quarter, to review the implementation of the Agreement and the progress of the Projects. Any question by any party to the Agreement regarding the meaning, interpretation or application of the provisions of this Agreement shall be referred directly to the Joint Administrative Committee for review and recommendation. The Joint Administrative Committee will also have the responsibility of monitoring the provisions in Article 13 Local Hire and Apprentices.

10.3 If there is a request regarding exemptions per Section 2.2, the meet and confer discussion will occur between the City and Building Trades Representatives. If there is no agreement, the exemption would be presented to City Council for decision.

ARTICLE 11
GRIEVANCE ARBITRATION PROCEDURE

11.1 The parties understand and agree that in the event any dispute arises out of the meaning, interpretation or application of the provisions of this Agreement, the same shall be settled by means of the procedures set out herein. All disputes concerning the interpretation and/or application of this Agreement which do not fall within the Article 4 Work Stoppages, Strikes, Sympathy Strikes, and Lockouts procedure shall be governed by the following grievance and arbitration procedure. No grievance shall be recognized unless the grieving party provides notice in writing to the signatory party with whom it has a dispute within seven (7) calendar days after becoming aware of the dispute, but in no event more than thirty (30) business days after it reasonably should have become aware of the event giving rise to the dispute. The time limits in this Article may be extended by mutual written agreement of the parties.

11.2 Grievances shall be settled according to the following procedures:

Step 1: Within seven (7) calendar days after the receipt of the written notice of grievance, the necessary parties to the grievance, including but not limited to the Business Representative of the involved Local Union, or the City's authorized representative or his/her designee, or representative of the construction person or the involved Contractor shall confer and attempt to resolve the grievance.

Step 2: In the event that the representatives are unable to resolve the dispute within seven (7) calendar days after its referral to Step 1, either involved party may submit it within three (3) calendar days to a Grievance Committee consisting of one (1) person selected by the City and one (1) person selected by the Council, which shall meet within seven (7) calendar days after such referral (or such longer time as mutually agreed upon by all representatives of the Committee), to confer in an attempt to resolve the grievance. Regardless of which party has initiated the grievance proceeding, prior to the meeting of the Grievance Committee, the Union(s) shall notify its International Union(s) Representative(s), which shall advise both parties if it intends on participating in the meeting. The participation by the International Union(s) Representative in this Step 2 meeting shall not delay the time set herein for the meeting, unless otherwise mutually agreed by the parties. A decision of the Grievance Committee shall be final and binding. If the dispute is not resolved with such time (seven (7) calendar days after its referral or such longer time as mutually agreed upon), it may be referred within seven (7) business days by either party to Step 3.

Step 3: In the event that the representatives are unable to resolve the dispute within seven (7) calendar days after its referral to Step 3, the parties shall choose a mutually agreed-upon arbitrator for final and binding arbitration. If the parties cannot mutually agree on the selection of an arbitrator, the arbitrator shall be selected by the alternate striking method from the following list: William Riker, Barry Winograd, The Honorable Laurence Kay, Robert Hirsch and Robert Clark. The order of striking names from the list of arbitrators shall be determined by a coin toss; the winner of such toss shall decide whether to strike first or second. Such striking shall take place within three (3) calendar days. If a party does not respond within three (3) calendar days, any arbitrator from the list is acceptable.

11.3 The Arbitrator shall arrange for a hearing no later than fourteen (14) calendar days after the matter has been submitted to arbitration. A decision shall be given to the parties within five (5) calendar days after completion of the hearing, unless such time is extended by mutual agreement. A written opinion may be requested by a party from the Arbitrator.

11.4 The decision of the Arbitrator shall be binding by all parties. The Arbitrator shall not have authority to change, amend, add or detract from any of the provisions of the Agreement. The expense

of the Arbitrator shall be borne equally by both parties, with each party bearing the cost of their own legal counsel.

11.5 In order to encourage the resolution of disputes and grievances at Step 1 and 2 of the Grievance Procedure, the parties agree that such settlements shall not be precedent-setting.

11.6 The time limits specified in any step of the Grievance Procedure set forth in Section 11.2 may be extended by mutual agreement of the parties initiated by the written request of one party to the other, at the appropriate step of the Grievance Procedure. However, failure to process a grievance, or failure to respond in writing within the time limits provided above, without the request for an extension of time, shall be deemed a waiver of such grievance without prejudice, or without precedent to the processing of and/or resolution of like or similar grievances or disputes.

11.7 Where an issue is addressed in this Agreement and a Master Agreement, this Agreement shall prevail. Where an issue is addressed in a Master Agreement and not in this Agreement, the Master Agreement shall control. Grievances between a Union(s) and a Union(s)' signatory contractor involving interpretation or application of the Master Agreement shall be governed by the grievance procedures contained in the Master Agreement.

11.8 Any strike, slowdown, picketing, sympathy strike or other form of work stoppage that arises out of a dispute as to the interpretation of the Agreement shall be subject to the procedures set forth in Article 4.

11.9 Should any of the arbitrators listed in section 11.2 or above no longer work as a labor arbitrator, the City and the Council shall mutually agree to a replacement.

ARTICLE 12

JURISDICTIONAL DISPUTES

12.1 The assignment of Covered Work will be solely the responsibility of the Contractor/Employer(s) performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

12.2 All jurisdictional disputes on this Project between or among the Building and Construction Trades Unions and the Contractors, parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department, or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Union parties to this Agreement.

12.2.1 If a dispute arising under this Article involves the Northern California Carpenters Regional Council or any of its subordinate bodies, an Arbitrator shall be chosen by the procedures specified in Article V, Section 5, of the Plan from a list composed of John Kagel, Thomas Angelo, Robert Hirsch, and Thomas Pagan, and the Arbitrator's hearing on the dispute shall be held at the offices of the California State Building and Construction Trades Council in Sacramento, California, within 14 days of the selection of the Arbitrator. All other procedures shall be as specified in the Plan.

12.3 All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Contractor's assignment shall be adhered to until the dispute is resolved. Individuals violating this Section shall be subject to immediate discharge. Each Employer will conduct a pre-job conference with the Council prior to commencing work. The Project Manager and the City will be advised in advance of all such conferences. The Primary Contractor shall attend all such meetings and the City may participate if it wishes. Pre-job conferences for different Employers may be held together.

ARTICLE 13

LOCAL HIRE AND APPRENTICES

13.1 The parties agree to a goal that Hayward Residents, and especially District Graduates, will perform a minimum of thirty (30%) percent of the hours worked on a craft by craft basis on the Projects (the "Local Hire Goal"). The Contractor shall make good faith efforts to reach the Local Hire Goal through the utilization of the Union's hiring hall procedures. The Unions shall make good faith efforts in their recruiting and training of Hayward Resident workers and in their hiring hall procedures to facilitate the Local Hire Goal on the Projects. The parties shall cooperate to establish or support a pre-apprenticeship/internship program for HUSD graduates. If a Contractor fails to meet the Local Hire Goal or demonstrate a good faith effort, there will be a ten (10%) percent contract retention withheld until the Local Hire Goal is remedied. Acceptable remedies include: commitment to employ Hayward residents on non-City projects or acceptance of Hayward residents as new apprentices.

13.2 A Contractor that has employed a Hayward Resident for up to six (6) months preceding the start of the Project for a minimum of at least one hundred (100) hours per month who has the ability to perform safely the basic functions of the applicable trade may receive credit for fifty (50%) percent of those hours towards the Local Hire Goal. A contractor may also receive credit for fifty (50%) percent of the documented hours performed by Hayward Residents on non-City projects, when such hours are concurrent with the Contractor's work on the Project. The maximum total combined credit that can be applied under this section is half of the Local Hire Goal.

13.3 The Contractor is required to hire one Hayward resident as a New Apprentice for the first 1 million dollars (\$1,000,000) of construction costs with one additional apprentice for every \$5 million dollars (\$5,000,000) thereafter (capped at 2 per craft). A minimum of 50% of the applicable Apprentice hours on any project must be worked by the Hayward New Apprentice. Any modifications to these

requirements must be agreed to by the JAC. There shall be no more than two New Apprentices for each craft, and the General Contractor shall be entitled to include New Apprentices hired by their subcontractors to meet this requirement. The City will refer the names of District Graduates and/or Hayward Residents to the Union and Contractors, and the Unions agree to cooperate with the Contractor in furnishing apprentices as requested. The hiring, supervision and compensation of apprentices shall be in accordance with the Apprenticeship Programs in the Master Agreements. The Contractor may deploy the Hayward New Apprentice to work on another concurrent project in order to meet the minimum hours, and those hours will be counted towards the total hours of the craft on the City project. The failure of the City to refer names and/or the Unions to provide those apprentices upon request will relieve the Contractor of this First-Period Apprentice hiring responsibility. The Contractor shall make good faith efforts to hire Apprentices for a minimum of six (6) months or 1,000 labor hours.

13.4 The Council shall facilitate and encourage enrollment of least ten (10) Hayward residents or District Graduates into State approved Labor-Management Apprenticeship programs during each year of the agreement term and facilitate placing them on a job site.

13.5 The Contractor or Subcontractor who hires such Hayward Resident First-Period Apprentices shall be credited with two (2) work hours towards the Local Hire Goal, for each hour worked by the Hayward Resident First-Period Apprentices.

13.6 The intent of the apprentice requirement is to employ new apprentices to the fullest extent permissible by state law and the Master Agreements. The failure of the Contractor and its subcontractors to maintain qualified apprentices on the Project will be subject to Division of Apprenticeship Standards' penalties and further penalties as determined by the Joint Administrative Committee. The Contractors, Unions and the Building Trades Council shall use good faith efforts to retain apprentices employed pursuant to this Agreement and advance those apprentices to journeyman status.

13.7 It shall be the responsibility of the Contractor to report and document compliance with this Article. This shall include, but not be limited to, monthly utilization reports showing all work hours by craft, certified weekly payroll records, and any documentation showing dispatch and referral requests.

13.8 The Contractor may request a negotiated compliance plan if compliance with the requirements of this Article is unreasonable or poses difficulty due to safety. In this case the Contractor will make the request in writing for a meeting with the Joint Administrative Committee prior to the commencement of work. The Joint Administrative Committee will then review this request, and if there is consensus, will approve the negotiated compliance plan, that the Contractor will sign off on. This new document will become the new local hiring requirements that the Contractor will have to meet or risk being in non-compliance.

ARTICLE 14
MANAGEMENT RIGHTS

14.1 The Contractor shall retain full and exclusive authority for the management of its operations, including the right to direct its work force in its sole discretion, except as otherwise limited by the terms of this Agreement and/or the Master Agreements. No rules, customs or practices shall be permitted or observed which limit or restrict production, or limit or restrict the working efforts of construction persons except that the lawful manning provisions of the Master Agreements shall be recognized.

ARTICLE 15
WAGES/BENEFITS

15.1 The wages, hours and other terms and conditions of employment on the Project shall be governed by the Master Agreement of the respective crafts and shall also comply with applicable general prevailing wages, to the extent such Master Agreement is not inconsistent with this Agreement. Where a subject is covered by the Master Agreement and not covered by this Agreement, the Master Agreement will prevail. When a subject is covered by both the Master Agreement and this Agreement, to the extent there is any inconsistency, this Agreement will prevail.

15.2 All Contractor(s)/Employer(s) agree to pay contributions to the vacation, pension and other form of deferred compensation plan, apprenticeship, worker protection and assistance, and health benefit funds established by the applicable Master Agreement for each hour worked on the Project in the amounts designated in the Master Agreements of the appropriate local Unions.

15.3 By signing this Agreement, the Contractor(s)/Employer(s) adopt and agree to be bound by the written terms of the legally established Trust Agreements, as described in section 9.1, and which may from time to time be amended, specifying the detailed basis on which payments are to be made into, and benefits paid out of, such Trust Funds. The Contractors authorize the parties to such local trust agreements to appoint trustees and successor trustees to administer the trust funds and hereby ratify and accept the trustees so appointed as if made by the Contractor(s). The Contractor(s) agrees to execute a separate Subscription Agreement(s) for Trust Funds when such Trust Fund(s) requires such document(s).

15.4 If an employee is discharged or voluntarily terminates, wages due shall be paid in accordance with California State Law.

ARTICLE 16
MODIFIED MASTER AGREEMENTS

16.1 Certain Provisions Shall Not Apply. Provisions negotiated into the new or modified Master Agreements that are less favorable to the Contractor than those uniformly required of employers for construction work normally covered by those agreements or that may be construed to apply exclusively or predominately to work covered by this Agreement shall not apply to work covered by this Agreement. Any disagreement between the parties regarding the application of the provisions of any new or modified collective bargaining agreement to work covered by this Agreement shall be resolved under the dispute and grievance arbitration procedures set forth in Article 11 hereof.

ARTICLE 17
SAVINGS CLAUSE

17.1 The parties agree that in the event any article, provision, clause, sentence or word of this Agreement is determined to be illegal or void as being in contravention of any applicable law by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect. The parties further agree that if any article, provision, clause, sentence or word of the Agreement is determined to be illegal or void by a court of competent jurisdiction, the parties shall substitute, by mutual agreement, in its place and stead, an article, provision, clause, sentence or word which will mitigate the objections to its validity and which will be in accordance with the intent and purpose of the article, provision, clause, sentence or word in question.

17.2 The parties also agree that in the event that a decision of a court of competent jurisdiction materially alters the terms of this Agreement such that the intent of the parties is defeated, then the entire Agreement shall be null and void.

ARTICLE 18
ENTIRE AGREEMENT

18.1 This Agreement, including the attachments hereto, and the Schedule As incorporated by reference, represents the complete understanding of the parties. The provisions of this Agreement shall apply to the work covered by this Agreement. Where a subject covered by the provisions of this Agreement is also covered by a Master Agreement, the provisions of this Agreement shall prevail. Where a subject is covered by the provisions of a Master Agreement and is not covered by this Agreement, the provisions of the Master Agreement shall prevail.

18.2 The parties agree that this Agreement covers matters affecting wages, hours, and other terms and conditions of employment and that during the term of this Agreement the parties will not be required to negotiate on any further matters affecting these or any other subject not specifically set forth in this Agreement except by mutual agreement of the parties.

18.3 This Agreement may be executed in counterpart, such that original signatures may appear on separate pages and when bound together all necessary signatures shall constitute an original. Facsimile or PDF signature pages transmitted to other parties to this Agreement shall be deemed the equivalent to original signatures.

ARTICLE 19
HELMETS TO HARDHATS

19.1 The parties recognize a desire to facilitate the entry of Veterans who are interested in careers in the building and construction industry. The parties agree to utilize the services of the Center for Military Recruitment, Assessment and Veteran's Employment ("Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

19.2 The Union(s) and Contractor(s) agree to coordinate with the Center to participate in an integrated database of Veterans interested in working on the Projects and of apprenticeship and employment opportunities for the Projects. To the extent permitted by law, the Contractor(s) and Union(s) will give credit to such Veterans for bona fide, provable past experience.

ARTICLE 20
TERM

20.1 This Agreement shall be included as a condition of the award of the Construction Contract.

20.2 This Agreement shall continue in full force and effect for a term of three (3) years from the Effective Date and shall be applicable to all Projects until completion that are advertised for bidding during the term.

20.3 This Agreement shall continue in full force and effect until Completion of the Term. The parties may mutually agree to extend and/or amend this Agreement, and will review the Agreement at two years from date of execution for possible extension beyond the initial term. Review of the Agreement may include, but is not necessarily limited to, the following criteria: (1) the impact of the agreement on local jobs and work hours, (2) the administrative costs of implementing the Agreement, and (3) the impact on awarding contracts or subcontracts to City-based businesses as a result of the Agreement.

ARTICLE 21
COMPLIANCE

21.1 It shall be the responsibility of the Contractor(s) and Union(s) to investigate and monitor compliance with the provisions of this Agreement contained in Article 15. Nothing in this Agreement shall be construed to interfere with or supersede the usual and customary legal remedies available to the Unions and/or employee benefit Trust Funds to collect delinquent Trust Fund contributions from Contractors on the Project.

ARTICLE 22
SUBSTANCE ABUSE PREVENTION

22.1 The use, sale, transfer and/or possession of a controlled substance during the work day is prohibited. Accordingly, the parties agree to adopt the procedures and safeguards for the testing of employees for prohibited or controlled substances set forth in the Uniform Substance Abuse Prevention Policy, attached as Attachment C hereto (the "Policy"). With respect to testing procedures, the parties agree that:

(i) No person referred from a Union hiring hall or any hiring organization shall be allowed on site as an employee until such person has completed and passed any test required under the applicable Policy; and

(ii) A person who is put to work immediately after having passed the tests shall be paid starting at the time the person reported for the test; and

(iii) Where a contractor requests a person to report for purposes of a pre-hire substance abuse test, and does not intend to place the person in an active work position that day, the person shall receive four (4) hours of pay at the regular straight-time hourly rate if the test is negative.

22.2 Requirements of Substance Abuse policies currently contained within a Master Agreement shall supersede the Policy attached as Attachment C and of the General Contractor policy below.

22.3 If the Substance Abuse policy of the General Contractor meets or exceeds the requirements of the policy in Attachment C, the General Contractor may then use their policy.

City of Hayward

By 

Date: _____

Alameda County Building & Construction Trades Council, AFL-CIO

By _____ Date _____

Attest: _____
City Clerk

Approved as to Form and Procedure:



City Attorney

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(iii) Where a contractor requests a person to report for purposes of a pre-hire substance abuse test, and does not intend to place the person in an active work position that day, the person shall receive four (4) hours of pay at the regular straight-time hourly rate if the test is negative.

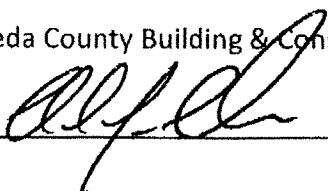
22.2 Requirements of Substance Abuse policies currently contained within a Master Agreement shall supersede the Policy attached as Attachment C and of the General Contractor policy below.

22.3 If the Substance Abuse policy of the General Contractor meets or exceeds the requirements of the policy in Attachment C, the General Contractor may then use their policy.

City of Hayward

By _____ Date: _____

Alameda County Building & Construction Trades Council, AFL-CIO

By  _____ Date 7-13-14

Asbestos Workers, Local 16

By: _____

Auto & Marine Painters, Local 1176

By: _____

Boilermakers, Local 549

By: _____

Bricklayers & Allied Craftsmen, Local 3

By: _____

Carpenters, Local 2236

By: _____

Carpenters, Local 713

By: _____

Carpet & Lino Layers, Local 12

By: _____

Cement Masons, Local 300

By: _____

Electrical Workers, Local 595

By: _____

Elevator Constructors, Local 8

By: _____

Glass Workers, Local 169

By: _____

Insulator Workers, Local 16

By: _____

Ironworkers, Local 378

By: _____

Laborers, Local 67

By: _____

Laborers, Local 304

By: _____

Laborers, Local 886

By: _____

Lathers, Local 68L

By: _____

Millwrights, Local 102

By: _____

Operating Engineers, Local 3

By: _____

Painters, Local 3

By: _____

Plasters, Local 66

By: _____

Roofers, Local 81

By: _____

Sheet Metal Workers, Local 104

By: _____

Sign Display, Local 510

By: _____

Sprinkler Fitter, Local 483

By: _____

Pile Driver, Local 34

By: _____

Plumbers & Steamfitters, Local 342

By: _____

Teamsters, Local #853

By: _____

U.A. Utility/Landscape, Local 355

By: _____

**District Council #16 Painters
(Local 1176, 12, 169, 3)**

By: _____

**No. CA Carpenters Regional Council
(Local 713, 2236, 68L, 102, 34)**

By: _____

**District Council Iron Workers of CA &
Vicinity Trades *Only Regional***

By: _____

**ATTACHMENT A
AGREEMENT TO BE BOUND**

The undersigned, as a Contractor or Subcontractor ("Contractor") on a City Project ("Project"), for and in consideration of the award to it of a contract to perform work on said Project, and in further consideration of the mutual promises made in the Community Workforce Agreement ("Agreement"), a copy of which was received and is acknowledged, hereby:

Accepts and agrees to be bound by the terms and conditions of the Agreement, together with any and all amendments and supplements now existing or which are later made to said Agreement;

Certifies that it has no commitments or agreements which would preclude its full and complete compliance with the terms and conditions of said Agreement;

Agrees to secure from any contractor (as defined in said Agreement) which is or becomes a subcontractor (of any tier) to it, and from any successors, a duly executed Agreement to be bound in form identical to this document;

Contractor agrees that it shall be bound by all applicable trust agreements and plans for the provision of such fringe benefits as accrue to the direct benefit of the construction persons, including Health and Welfare, Pension, Training, Vacation, and/or other direct benefits provided pursuant to the appropriate craft Master Agreement and ratifies and accepts the trustees appointed by the parties to such trust funds, and agrees to execute a separate Subscription Agreement(s) for Trust Funds when such Trust Fund(s) requires such document(s).

Date: _____

Company Name _____

Name of Prime Contractor or Higher Level Subcontractor:

Name of Project: _____

Signature: _____

Print Name: _____

Title: _____

Contractor's License #: _____

Motor Carrier Permit (CA) #: _____

ATTACHMENT B

(List of Master Agreements)

ATTACHMENT C

CITY OF HAYWARD COMMUNITY WORKFORCE AGREEMENT UNIFORM SUBSTANCE ABUSE PREVENTION POLICY

This Uniform Substance Abuse Prevention Policy, hereinafter referred to as “Policy,” is adopted by the City of Hayward, the Alameda County Building and Construction Trades Council, AFL-CIO, the Unions that become signatories to the Community Workforce Agreement (collectively referred to as “Unions”) and the Contractors who agree to be bound by the City of Hayward Community Workforce Agreement (collectively the “parties”).

The parties agree and acknowledge that the United States Government may require differing testing and detection standards than those that are contained in this policy for certain projects that will be constructed under the Community Workforce Agreement (the “CWA”). To the degree that these federal policies differ in substance or procedure (including the use of random testing), the parties acknowledge that the federal policies will prevail where required by law or regulation. Violation of any federal policy will result in the same consequences as a violation of this Policy.

POLICY

The Contractors and the Unions are committed to protecting the health and safety of individual employees, their co-workers, and the public at large from the hazards caused by the misuse of drugs and alcohol on the job. The safety of the public, as well as the safety of fellow employees, dictates that employees not be permitted to perform their duties while under the influence of drugs or alcohol.

This Policy supersedes any policies negotiated for any other work outside of the Project by Contractors and the Unions that might otherwise apply. Nothing in this Policy is intended to supersede or diminish more restrictive controlled substance or alcohol regulations imposed by federal or state agencies upon specific employee groups or categories of employees who are also covered by this Policy. A summary of this Policy will be provided to all dispatched employees. The full Policy will be made available to any Union representative or to Project employees upon request.

The intention of this Policy is to comply with the City of Hayward CWA’s requirement to maintain a drug and alcohol free workplace in order to ensure safe and productive working conditions with due regard for the personal privacy interests of Project employees. It is not the intention of the parties that any Contractor intrude on off-duty activities of Project employees away from the Project site unless those activities have a job-related impact. The circumstances permitting controlled substance and alcohol testing in the Policy have been carefully defined and intentionally restricted. The Substance Abuse Prevention Coordinator will retain oversight over Policy implementation and will monitor test procedures for consistency and policy compliance.

In order to implement this Policy, the following agreements have been reached:

1. No employee may purchase, sell, transfer, furnish, possess, use or be under the influence of illegal drugs or any alcoholic beverage while working on any Project job site in connection with work performed under the CWA, or when using any Contractor vehicle.
2. The proper use of prescription drugs or over-the-counter medication as part of a medical treatment program and consistent with the terms of this Policy is not a violation of this Policy. The improper use of prescription drugs, over-the-counter medication or the use of designer synthetic drugs that alters or affects an individual's motor function or mental capacity is prohibited and is a violation of this Policy. Employees who believe or have been informed that their use of any prescription drug or over-the-counter medication may present a safety risk are to report such use to the Contractor's supervision to ensure the safety of themselves, other employees, and Contractor or Project property or vehicles.
3. Any employee, while employed on the Project, who tests positive for drug or alcohol abuse or who is convicted for selling illegal drugs off the Project will not be permitted to work on the Project and will be subject to discipline up to and including discharge, subject to the provisions of this Policy. Employees engaged in the sale, purchase or use of illegal drugs during the employee's working hours will be subject to immediate termination and removed from the Project and will not be eligible for rehire.
4. Any prospective or dispatched worker who fails the pre-employment testing required pursuant to this Policy will be denied employment and will not be eligible for referral to any Contractor on the Project until a period of not less than sixty (60) calendar days has passed and the applicant has provided a certification of rehabilitation and satisfactory participation in an approved counseling or rehabilitation program, which will be at the employee's expense.
5. Any prospective or dispatched worker/employee who refuses to submit to a properly administered drug or alcohol test will be treated as having tested positive on the test and will be subject to removal from the Project and will not be granted permission for a second drug or alcohol test for a period of ninety (90) days.

NOTICE

1. When calling the Union hiring hall for workers, the Contractor shall advise the Union dispatcher that the Contractor will require any dispatched worker to take a pre-employment drug and alcohol test, and that worker(s) will be subject to further testing in accordance with specified circumstances outlined in this Policy.
2. At the commencement of a Contract, the Contractor shall also provide notice in advance of the first dispatch request either by certified mail, by facsimile transmission or by hand delivery.
3. The Contractor shall provide written notice to each employee, attached hereto as Appendix C, of the major provisions of the drug and alcohol testing policy and its consequences.
4. A Contractor that fails to provide notice to the dispatcher shall be liable for two hours show-up pay for any dispatched worker who refuses to take a pre-employment test, and a dispatched worker's

refusal to take the test may not be used in any adverse manner against that worker, except that no dispatched worker will be hired without having taken a pre-employment drug test.

TERMS/DEFINITIONS

For purposes of this Policy, the following terms/conditions will apply:

1. **Illegal drugs:**

For the purpose of this Policy, the terms “illegal drugs” or “drugs” refer to those drugs listed in Appendix A, except in those circumstances where they are prescribed by a duly licensed health care provider. Appendix A lists the illegal drugs and alcohol and the threshold levels for which an employee/applicant will be tested. Threshold levels of categories of drugs and alcohol constituting positive test results will be determined using the applicable Substance Abuse and Mental Health Services Administration (“SAMHSA”) (formerly the National Institute of Drug Abuse, or “NIDA”) threshold levels, or U.S. Government thresholds where required, in effect at the time of testing. Appendix A will be updated periodically to reflect the SAMHSA or the U.S. Government threshold changes, subject to mutual agreement of the Parties.

2. **Prescription Drug:**

A drug or medication prescribed by a duly licensed health care provider for current use by the person possessing it that is lawfully available for retail purchase only with a prescription.

3. **Reasonable Cause:**

Reasonable cause to test (which test must be conducted pursuant to this Policy’s Identification and Consent Procedures outlined below) an employee for illegal drugs or alcohol will exist when specific, reliable, objective facts and circumstances are sufficient for a prudent person to believe that the employee more probably than not has used a drug or alcohol as evidenced by work performance, behavior or appearance while on the job site. These indicators will be recognized and accepted symptoms of intoxication or impairment caused by drugs or alcohol, and will be indicators not reasonably explained as resulting from causes other than the use of such controlled substances (such as, but not by way of limitation, fatigue, lack of sleep, side effects of proper use of prescription drugs, reaction to noxious fumes or smoke, etc.) If cause results from an observation, the observation must be confirmed by a second member of the Contractor’s supervision and those Contractor representatives will endeavor to consult with the Contractor’s Safety Representative or a job site management representative, one who must be trained in detection of drug use, and whose training will be documented. The specific behavioral, performance on-the-spot physical indicators of being under the influence of drugs or alcohol

on the job will be substantiated in writing by the use of an Incident Report Form (attached as Appendix E).

The following may constitute some of the reasonable cause to believe that an employee is under the influence of drugs or alcohol:

- (a) Incoherent, slurred speech;
- (b) Odor of alcohol on breath;
- (c) Staggering gait, disorientation, or loss of balance;
- (d) Red and watery eyes, if not explained by environmental causes;
- (e) Paranoid or bizarre behavior; or
- (f) Unexplained drowsiness.

4. Post-Accident Testing:

A Contractor will require that an employee who is involved in an accident in the course of job duties resulting in serious damage to property or equipment or injury to him/herself or others as defined below may be tested (which test must be conducted pursuant to this Policy's Identification and Consent Procedures outlined below) for drugs or alcohol where the Contractor Safety Representative or designee concludes that:

- (a) The accident may have resulted from human error or could have been avoided by reasonably alert action; and
- (b) The employer's representative reasonably concluded that the employee(s) to be tested caused or contributed to the following circumstances:
 - (i) An OSHA recordable injury, i.e., medical treatment case, restricted work case or lost workday case;
 - (ii) Damage to equipment, vehicles, structures, or guarding resulting in repair costs that in the judgment of the Contractor will exceed \$2,500.00;
 - (iii) Loss of material containment resulting in an environmental spill notification; or
 - (iv) Any incident resulting in job site shutdown or involving a fatality; and
- (c) A basis exists to believe that the employee was under the influence of a drug or alcohol at the time of the accident.

5. Adulterated, Substituted or Diluted Specimens:

This Substance Abuse Prevention Policy adheres to guidelines established in SAMHSA Public Document 035 dated September 28, 1998, for determining the validity of a specimen. This guideline is consistent with the Department of Transportation (DOT) regulations (49 CFR Part 40 and 382) that permit laboratories to conduct additional tests to determine the validity of a specimen.

An employee/applicant submitting a specimen for which an approved testing laboratory reports the existence of an “adulterant,” “interfering substance” and/or “masking agent” or the sample is identified as a “substituted specimen” will be deemed a violation of the PSA and Policy and will be processed as if the test result were positive. Those employees/applicants for whom the testing laboratory reports an “adulterated,” “interfering substance,” “masking agent” or “substituted” specimen will be prohibited from the Project for not less than ninety (90) calendar days and the employee/applicant shall be required to show certification of rehabilitation of satisfactory participation in a Substance Abuse Prevention Coordinator-approved rehabilitation program, not at the expense of the Contractor or Owner, as a condition of the employee’s return to work at that time.

The guideline issued in PD 035, in the SAMHSA September 28, 1998, memo uses the following reporting protocols:

- (a) Adulterated Specimen: PD 035 includes three definitions for Adulterated:
 - (i) If the nitrite concentration is equal to or greater than 500 mcg/mL.
 - (ii) If the pH is less than or equal to 3, or if it is greater than or equal to 11.
 - (iii) If a foreign substance is present, or if an endogenous substance (one that is normally found in urine) is present at a concentration greater than the normal physiological concentration.
- (b) Substituted Specimen: one that has a creatinine reading of less than or equal to 5mg/dL and a specific gravity less than or equal to 1.001 or greater than or equal to 1.020. These specimens do not exhibit the clinical signs or characteristics associated with normal urine.
- (c) Dilute Test: Protocol covering diluted specimens will follow guidelines established by SAMSHA PD 035 in its memo dated September 28, 1998. Specimens identified by the testing laboratory as dilute will require the employee/applicant to submit to an observed test. Refusal to retest or noncompliance with drug testing procedures will result in the employee/applicant being prohibited from working on the Project for ninety (90) calendar days, and the employee/applicant will be required to successfully complete a Substance Abuse Prevention Coordinator-approved rehabilitation program at his/her own expense as a condition of the employee’s return to work at that time.

A “dilute specimen” is defined as: “one that has creatinine reading less than 20 mg/dL, but greater than 5mg/dL, and a specific gravity less than 1.003 but greater than 1.001.

6. Project:

The Project is defined as any construction activity that is undertaken under the terms of the City of Hayward Community Workforce Agreement.

IDENTIFICATION AND CONSENT PROCEDURE

1. When a prospective employee or dispatched worker arrives at the job site for potential employment, he/she will be shown and sign a copy of the Pre-Employment Substance Abuse Prevention Testing Consent/Waiver Form attached as Appendix D before taking a pre-employment drug or alcohol screening test. An employee who is working on the Project and has submitted to the pre-employment drug and alcohol test and has tested negative may thereafter be required to submit to drug or alcohol testing only if the Contractor has “reasonable cause” to believe that the employee is under the influence of drugs or alcohol in violation of this Policy or in connection with an accident as set out above in this Policy. The Contractor may order urine (or in the case of alcohol, breathalyzer) testing only.
2. If a management representative (preferably not in the bargaining unit) makes observations of an employee which may constitute reasonable cause for drug or alcohol testing, the supervisor shall immediately take the following actions:
 - A. Inform the employee that he/she may have a Union Representative present, if reasonably available. The employee will be shown the Substance Abuse Prevention Testing Consent/Waiver Form attached as Appendix B.
 - B. Fill out the Incident Report Form, including a statement of the specific facts constituting reasonable cause to believe that the employee is under the influence of drugs or alcohol, and the name of the person(s) making the supporting observations.
 - C. Provide a completed copy of this Incident Report Form to the employee before he/she is required to be tested (and one copy made available to the Union Representative, if present). After being given a copy of the Incident Report Form, the employee will be allowed enough time to read the entire document, to understand the reasons for the test.
 - D. Provide the employee with an opportunity to provide an explanation of his/her condition, including providing evidence (e.g., doctor’s prescription or note, or prescription container) or existing medical treatment or reaction to a prescribed drug. If available, the Union Representative shall be present during such explanation and will be entitled to confer with the employee before the explanation is required.
 - E. If the Management representative(s), after observing the employee, and hearing any explanation, concludes that there is in fact reasonable cause to believe that the employee is under the influence of drugs or alcohol, the employee may be ordered to submit to a drug and/or alcohol test and will be asked to sign the Consent/Waiver Form attached as Appendix B.
3. Failure to follow any of these procedures will result in the elimination of the test results as if no test had been administered; the test results will be destroyed and no discipline shall be imposed against the employee. Refusal of the employee to submit to the test where these procedures have been followed

will be treated as a positive test and subject the employee to discipline including removal from the Project and discharge.

4. Unless there is reason to believe that the person being tested has previously altered a sample or unless there is agreement in writing, an individual will be allowed to provide the required specimen in the privacy of a stall or partitioned area.

5. A worker initially dispatched to a Project job site where this Policy is in effect will be required to submit to testing for illegal drugs or alcohol as defined in the Policy. The testing of such workers must be conducted in compliance with the "Drug Testing Procedures" described in this Policy, and be required of dispatched workers only on the first day of reporting to the initial job site. The urine drug and alcohol testing of these dispatched workers is the only testing allowed under this Policy, other than for "reasonable cause" or in connection with an accident as set out above in this Policy. Notwithstanding this provision, if a rehabilitation program or drug treatment program determines that periodic testing is appropriate or necessary for the employee who has tested positive under this Policy, then that employee will be subject to future urine drug testing as recommended by the rehabilitation program.

Except as set out in the Notice provision above, a worker initially dispatched to such job site who refuses to submit a urine sample for drug/alcohol testing will not be entitled to show-up pay for that day, and will be denied employment on the Project for a period of ninety (90) calendar days. If a worker who has refused a test returns to the same job site within ninety (90) calendar days, and is denied work, that worker will not be entitled to show-up pay. If a worker initially dispatched to the job site refuses to submit a urine sample or to take a breathalyzer test for drug/alcohol testing, and that worker is denied employment for ninety (90) calendar days this action will not be grievable under the CWA. If the worker tests negative for drugs and alcohol, he/she will not be drug tested again while employed by the Contractor at any job site except for reasonable cause or post-accident as described in this Policy.

6. If the Contractor has reasonable cause to believe an employee is under the influence of drugs or alcohol, or requires a post accident drug or alcohol test, as set forth in this Policy, and the employee refuses to submit to a drug test, the refusal shall be treated as a positive test result and the employee/applicant shall be subject to discipline, including removal from the Project and discharge.

7. The following rules control the pay for dispatched workers tested on the first day of their employment:

- A. A dispatched worker who is put to work immediately after having passed the test shall be paid starting at the time the worker reported for the test(s).
- B. Where a contractor requests a dispatched worker to report for purposes of a pre-hire substance abuse test, and does not intend to place the worker in an active work position

on that day, the worker shall receive four (4) hours of pay at the regular straight-time hourly rate if the test is negative.

- C. If the dispatched worker is not allowed to work until the results of the drug test are received, and the test results are positive, the dispatched worker is not entitled to any form of pay (including show-up pay).
- D. If the dispatched worker is put to work, that dispatched worker is entitled to pay and benefits under the CWA for all hours worked, regardless of the results of the drug test.
- E. Where a Contractor fails to provide notice, pursuant to this Policy, to the Union hiring hall that the job site is a drug and alcohol testing site, a dispatched worker who refuses to take the pre-employment test will be paid two hours show-up pay, except that no dispatched worker will be hired without having taken a pre-employment drug test.

DRUG TESTING PROCEDURES

1. The testing shall be done at a certified laboratory located in California. The parties retain the right to inspect the laboratory to determine conformity with the standards described in this Policy. The laboratory will only test for alcohol and the illegal drugs listed in the Definition Section of this Policy and Appendix A. All testing will be at the Contractor's expense.

Testing procedures, including controlled substance to be tested, specimen collection, chain of custody and threshold and confirmation test levels shall comport with the Mandatory Guidelines For Federal Workplace Testing Programs established by the U.S. Department of Health and Human Services, as amended and the Federal Motor Carrier Safety Act regulations, where applicable. Controlled substance tests shall be conducted only by laboratories licensed and approved by SAMHSA which comply with the American Occupational Medical Association (AOMA) ethical standards. Controlled substance tests shall be by urinalysis and shall consist of two procedures, a screen test (EMIT or equivalent) and if that is positive, a confirmation test (GC/MS). Alcohol test shall be by breathalyzer. Any test revealing a blood/alcohol level equal to or greater than 0.08 percent, or the established California State standard for non-commercial motor vehicle operations, or when operating a moving vehicle or crane any test revealing a blood/alcohol level equal to or greater than 0.04 percent, or the established California State standard for commercial motor vehicle operations, shall be positive and will be conducted under procedures consistent with California state law.

An employee/applicant presenting himself/herself at a Substance Abuse Prevention Coordinator-approved drug collection site must have a minimum of one piece of government-issued photo identification and may not leave the collection site for any reason – unless authorized by the collection agency – until he/she has fully completed all collection procedures. Failure to follow all collection procedures will result in the employee/applicant being classified as “refusing to test” and

being prohibited from working on the Project for a minimum of ninety (90) calendar days from the date of the scheduled test.

At the time the urine specimens are collected two (2) separate samples shall be placed in separate sealed containers. One (1) of the samples collected in a separate container shall be kept refrigerated at the site where the sample is given. Upon request, this second sample shall be made available to the employee for testing by a certified laboratory selected by the employee at the employee's expense.

2. The specific required procedure is as follows:

- A. Urine will be obtained directly in a tamper-resistant urine bottle. Alternatively, the urine specimen may be collected at the employee's option in a wide-mouthed clinic specimen container that must remain in full view of the employee until transferred to, sealed and initialed, in separate tamper-resistant urine bottles.
- B. Immediately after the specimen is collected, it will be divided into two (2) urine bottles which, in the presence of the employee, will be labeled and then initialed by the employee and witness. If the sample must be collected at a site other than the drug and/or alcohol-testing laboratory, the specimens must then be placed in a transportation container. The container shall be sealed in the employer's presence and the employee must be asked to initial or sign the container. The container will be sent to the designated testing laboratory on that day or the earliest business day by the fastest available method.
- C. A chain of possession form must be completed by the hospital, laboratory and/or clinic personnel during the specimen collection and attached to and mailed with the specimens.

- 3. The initial test of all urine specimens will utilize immunoassay techniques. All specimens identified as positive in the initial screen must be confirmed utilizing gas chromatography/mass spectrometry (GC/MS) technique that identifies at least three (3) ions. In order to be considered "positive" for reporting by the laboratory to the employer, both samples must be tested separately in separate batches and must also show positive results on the GC/MS confirmatory test.
- 4. All positive drug, alcohol or adulterant test results must be reported to a Medical Review Officer (MRO) appointed by the designated laboratory. The MRO shall review the test results and disclosure made by the employee/dispatched worker and shall attempt to interview the employee/dispatched worker to determine if there is any physiological or medical reason why the result should not be deemed positive. If no extenuating reasons exist, the MRO shall designate the test positive. The MRO shall make good faith efforts to contact the employee/dispatched worker, but failing to make contact within two (2) working days, may deem the employee/dispatched worker's result a "lab positive." After the issuance of a "lab positive," the employee/dispatched worker will be barred

from the Project until the employee/dispatched worker makes contact with the MRO and the MRO sends the Substance Abuse Prevention Coordinator a written confirmation of the negative result.

5. If the testing procedures confirm a positive result, as described above, the employee/dispatched worker and the Substance Abuse Prevention Coordinator will be notified of the results in writing by the MRO, including the specific quantities. If requested by the employee or the Union (within the written consent of the member), the laboratory will provide copies of all laboratory reports, forensic opinions, laboratory work sheets, procedure sheets, acceptance criteria and laboratory procedures.
6. In the event of a positive drug or alcohol test, an automatic confirmation test will be performed on the original specimen by the testing laboratory at no cost to the employee. In addition, the testing laboratory shall preserve a sufficient specimen to permit an independent re-testing at the request of the employee at his/her expense. Re-tests may be conducted by the same or any other approved laboratory. The laboratory shall endeavor to notify the MRO of positive drug, alcohol or adulterant test results within five (5) working days after receipt of the specimen. The employee may request a re-test within five (5) working days from notice of a positive test result by the MRO. Costs of re-tests will be paid in advance by the requesting party.
7. The Substance Abuse Prevention Coordinator shall ensure that all specimens confirmed positive will be retained and placed in properly secured long-term frozen storage for a minimum of one (1) year, and be made available for retest as part of any administrative proceedings.
8. All information from an employee's or dispatched worker's drug and alcohol test is confidential for purposes other than determining whether this Policy has been violated. Disclosure of test results to any other person, agency, or organization is prohibited unless written authorization is obtained from the employee or dispatched worker. The results of a positive drug test shall not be released until the results are confirmed.
9. Every effort will be made to ensure that all employee substance abuse problems will be discussed in private and actions taken will not be made known to anyone other than those directly involved in taking the action, or who are required to be involved in any disciplinary procedure, and those persons will be identified in writing at the time of the procedure.

No laboratory or medical test results will appear in the employee's Personnel File. Information of this nature will be kept in a separate confidential file.

All necessary measures shall be taken to keep the fact and the results of the test confidential.

**CONSEQUENCES FOR VIOLATING
THE RULES AND PROVISIONS OF THIS POLICY**

1. Prospective or dispatched workers: Dispatched workers who test positive to the pre-employment drug and alcohol test conducted pursuant to this Policy will be denied employment by the Contractor until the test is confirmed to the dispatched worker in writing. Dispatched workers will be informed in writing if they are rejected on the basis of a confirmed positive drug test result. A dispatched worker may utilize the CWA grievance procedure to challenge the validity of a positive test result.
2. Employees: If the initial results of a drug or alcohol test administered by the Contractor show that the employee was under the influence of drugs or alcohol while on duty, the employee will be removed from the Project until the test results have been confirmed by the procedures contained in this Policy.
 - (a) If the final test is negative, the employee will be reinstated with full back pay for lost time.
 - (b) If the initial positive test result is confirmed, the employee will be barred from the Project effective the date and time of the collection of the test specimen. The employee is subject to termination, subject to the provisions of the section below.
 - (c) Discipline imposed for a first positive test for an employee subjected to reasonable-cause testing, or subject to post-accident testing when in fact drugs or alcohol played no role in the accident, and any grievance filed in response thereto, will be held in abeyance pending voluntary participation by the employee in a Substance Abuse Prevention Coordinator-approved treatment program during an unpaid leave of absence.
 - (d) The employee may return to work if work is available after a certificate of either rehabilitation or satisfactory participation in the program. If the program determines that periodic testing is appropriate or necessary, the employee will be subject to future urine drug or alcohol testing, even on a random basis.
 - (e) If the employee successfully completes or participates in such a program or is not disciplined for substance use, possession or being under the influence of drugs or alcohol for twenty-four (24) months following the initial confirmed positive test, the discipline shall be revoked.
 - (f) A second positive test will result in the imposition of discipline, including termination and removal from the Project and the lifting of any suspension regarding discipline imposed for a first test less than twenty-four (24) months preceding the date of the second positive test.

NOTICE AND CONSENT/WAIVER FORMS

Employees must execute a written consent and waiver to submit to the drug and alcohol tests and for the testing laboratory to release the report of test results to the Contractor. The individual to be tested will sign the form attached as Appendix D at the time of submitting to a pre-employment test and the form attached as Appendix B for any subsequent test. Signing the Content/Waiver Form will not waive any individual rights available to the employee under federal or state law. The employee must also sign at the time of employment the Notice Form, attached as Appendix C, describing the employee's obligations under this Uniform Substance Abuse Prevention Policy.

SUBSTANCE ABUSE PREVENTION COORDINATOR

The City will designate a Substance Abuse Prevention Coordinator from candidates nominated by the parties to the CWA to monitor compliance with this Policy and to provide assistance to Project employees with questions concerning drugs or alcohol test procedures, availability of approved counseling or rehabilitation or any other drug or alcohol matters. All inquiries to the Coordinator will be confidential. The parties are eager to help employees with drug and alcohol problems. The Coordinator will be prepared to assist employees in discussing insurance coverage and locating available counseling, rehabilitation and community resources.

SUPERVISOR TRAINING

The Contractor shall develop and implement a program of training to assist management representatives and stewards in identifying factors which constitute reasonable cause for drug testing, as well as a detailed explanation and emphasis on the terms and conditions of the Policy.

EMPLOYEE VOLUNTARY SELF-HELP PROGRAM

An employee who engages in drug/alcohol abuse is encouraged to participate in an Employee Voluntary Self-Help Program. Employees who seek voluntary assistance for alcohol and/or substance abuse not arising out of or in connection with the occurrence of any testing incident or related disciplinary action may not be disciplined for seeking such assistance. Request by employees for such assistance shall remain confidential and shall not be revealed to other employees or management personnel without the employee's consent. Such Voluntary Self-Help Program will not be at the expense of the Contractor. An Employee Self-Help Program Counselor shall not disclose information on drug/alcohol use received from an employee for any purpose or under any circumstances, unless specifically authorized in writing by the employee.

The Contractor shall offer an employee affected by alcohol or drug dependency an unpaid medical leave of absence, for the purpose of enrolling and participating in a drug or alcohol rehabilitation program. Any employee who voluntarily submits to such Voluntary Self-Help Program may return to employment on the Project upon successful completion of such a program, or upon a certification of rehabilitation and satisfactory participation in such a program, and provide that the employee passes a drug and alcohol test upon return to the Project and agrees for a period of one (1) year thereafter, to submit to periodic drug and alcohol testing, which shall be conducted in addition to any reasonable cause or post-accident testing otherwise conducted, if considered appropriate or necessary by the rehabilitation program.

The Substance Abuse Prevention Coordinator will work with the signatory Unions to develop an "approved" list of counseling and rehabilitation programs to be used by the employees/dispatched workers who test positive for illegal drugs, alcohol, adulterants or misuse of prescription drugs. The cost of counseling and rehabilitation will not be the responsibility of the Contractor.

GRIEVANCE PROCEDURE

All disputes concerning the interpretation or application of the Policy shall be subject to the grievances procedure established by the CWA. Nothing in the grievance procedure may void this Uniform Substance Abuse Policy from continued utilization on Project work.

SAVINGS CLAUSE

The establishment or operation of this Policy shall not curtail any right of any employee found in any law, rule or regulation. Should any part of the Policy be determined contrary to law, such invalidation of that part or portion of the Policy will not invalidate the remaining portions. In the event of such determination, the parties to the CWA agree to meet promptly to commence negotiations concerning the provision affected by such decision for the purpose of achieving conformity with the requirements of the applicable law and the intent of the parties hereto.

TERM OF THE POLICY

This Policy constitutes the only agreement in effect between the parties to the CWA concerning drug abuse, prevention and drug testing. No revisions or amendments will be made to this Policy except with the written approval of the parties hereto. This Policy shall become effective for all work covered by the CWA upon the effective date of the CWA and shall remain in effect for the duration of the CWA unless terminated or amended by the mutual consent of the parties hereto.

The parties to the CWA agree to meet on an annual basis to review this Policy, to bring it into compliance with the law, if necessary, and to review other considerations which may arise during the course of the CWA. Changes in this Policy may be made only if mandated by law or agreed upon by the parties.

APPENDIX A
SUBSTANCE ABUSE PREVENTION AND DETECTION
THRESHOLD LEVELS

CONTROLLED SUBSTANCE*	SCREENING METHOD	SCREENING LEVEL**	CONFIRMATION METHOD	CONFIRMATION LEVEL
Amphetamines	EMIT	1000 ng/ml	GC/MS	500 ng/ml**
Barbiturates	EMIT	300 ng/ml	GC/MS	200 ng/ml
Benzodiazepines	EMIT	300 ng/ml	GC/MS	300 ng/ml
Cocaine	EMIT	300 ng/ml**	GC/MS	150 ng/ml**
Methadone	EMIT	300 ng/ml	GC/MS	100 ng/ml
Methaqualone	EMIT	300 ng/ml	GC/MS	300 ng/ml
Opiates	EMIT	2000 ng/ml**	GC/MS	2000 ng/ml**
PCP (Phencyclidine)	EMIT	25 ng/ml**	GC/MS	25 ng/ml**
THC (Marijuana)	EMIT	50 ng/ml**	GC/MS	15 ng/ml **
Propoxyphene	EMIT	300 ng/ml	GC/MS	100 ng/ml
Alcohol	EMIT	0.08 or 0.04% as required	GC/MS	0.08 or 0.04% as required

*All controlled substances including their metabolite components.

** SAMHSA specified threshold

*** A sample reported positive contains the indicated drug at or above the cutoff level for that drug. A negative sample either contains no drug or contains a drug below the cutoff level. Testing levels may be changed to meet revised industry standards subject to mutual agreement.

EMIT - Enzyme immunoassay

GC/MS – Gas Chromatography/Mass Spectrometry

**APPENDIX B
EMPLOYEE DRUG TEST
CONSENT/WAIVER FORM**

TO: (Name of Contractor/Employer) _____
FOR: (Project Name) _____
Name of Dispatched Worker/Employee: _____
Social Security Number: _____
Home Address: _____
City: _____ State: _____ Zip Code: _____
Home Telephone: _____ Other Phone Numbers: _____

Consent for Testing

I (name) _____ understand that my Employer has determined that there is probable cause to believe that I have been working at the job site under the influence of alcohol or drugs. In response to this, my Employer requires that I provide a urine (or breathalyzer) sample as is allowed under the Project drug testing policy.

These tests will be used to detect the presence of alcohol, marijuana and/or other drugs in my body. I understand that if these drugs are found to be present in my body that I will be subject to discipline including discharge from employment.

I hereby consent and agree to give specimens of my urine or to take the breathalyzer test. **My refusal to provide such a specimen or take such a test will lead to termination of my employment.**

All charges for these tests will be paid for by the Employer and not by me.

Waiver: The results of any test I am required to take may be furnished, in accordance with the terms of this policy, to the Medical Review Officer, the Substance Abuse Prevention Coordinator and my employer. The company may inform the Union that I failed the test only if a grievance is filed in my behalf.

I have read and understood and agree to the above:

Witness Signature

Employee Signature

Date

Date

APPENDIX C
UNIFORM SUBSTANCE ABUSE PREVENTION POLICY NOTICE FORM

The City of Hayward CWA Substance Abuse Prevention Policy requires that:

- Use, possession or the sale of controlled substances at the Project site is prohibited. Employees engaged in the sale, purchase or use of illegal drugs during the employee's working hours will be subject to immediate termination, removed from the Project and not be eligible for rehire.
- Conviction for selling illegal drugs, while employed on this Project, even if off the Project, will cause me to be barred from the Project and will subject me to discipline, including discharge.
- Use of prescribed or over-the-counter medication is permitted if it will not affect work performance.
- If prescribed or over-the-counter medication may cause a safety risk, I must notify my Contractor/Employer prior to using such substances on the job.
- If I refuse to submit to pre-employment screening/testing for controlled substances and alcohol as requested by the Contractor in accordance with the terms of the Policy, I will not be eligible to retake the drug test for ninety (90) calendar days. I understand that nobody will be hired on the Project without taking and passing such a test.
- The presence of an adulterant in my system at or above the defined threshold levels will make me ineligible for employment, or will result in the termination of my employment and ineligibility for reemployment, for at least ninety (90) calendar days.
- I will not be hired if I fail the test because an illegal drug or alcohol is found in my system, and I will not be eligible to be employee for ninety (90) calendar days and unless I have participated successfully in a drug or alcohol rehabilitation program.
- I may be terminated for failing a drug or alcohol test, and I will be required to complete an approved counseling or rehabilitation program and to agree to periodic testing at that program's request in order to return to work.

I sign this acknowledgement voluntarily, with full knowledge and understanding of the City of Hayward CWA Substance Abuse Prevention Program and I agree to be bound by its terms.

(Employee Name)

Print _____

Signature _____

Date _____

Contractor/Company Name

**APPENDIX D
CITY OF HAYWARD CWA
PRE-EMPLOYMENT DRUG TEST
CONSENT/WAIVER FORM**

TO: (Name of Contractor/Employer) _____
FOR: (Project Name) _____
Name of Dispatched Worker/Employee: _____
Social Security Number: _____
Home Address: _____
City: _____ State: _____ Zip Code: _____
Home Telephone: _____ Other Phone Numbers: _____

Consent for Testing

I (name) _____ understand that the City of Hayward Project to which I have been dispatched, or for which I am seeking employment, requires pre-employment drug and alcohol testing. The company to which I have been dispatched requires that I take and pass this test prior to commencing employment.

These tests will be used to detect the presence of alcohol, marijuana and/or other drugs in my body. I understand that if these drugs are found to be present in my body that I will be ineligible for employment on the Project and will not be able to take a new drug or alcohol test for ninety (90) days.

I hereby consent and agree to give specimens of my urine. **My refusal to provide such a specimen will prevent me from gaining employment on the Project for ninety (90) days.**

All charges for these tests will be paid for by the Employer and not by me.

Waiver: The results of any test I am required to take may be furnished, in accordance with the terms of this policy, to the Medical Review Officer, the Substance Abuse Prevention Coordinator and my employer. The company may inform the Union that I failed the test only if a grievance is filed in my behalf.

I have read and understood and agree to the above:

Witness Signature

Prospective/Dispatched Worker

Date

Date

APPENDIX E
INCIDENT REPORT FORM

Employer _____
Employee involved _____
Date of Incident _____ Time of Incident _____
Location of Incident _____
Employee's Job Assignment/Position _____
Has employee been notified of his/her right to Union Representation? _____
Date/Time notified _____
Employee's Initials _____
Witness to incident _____

OBSERVATIONS:

EMPLOYEE'S EXPLANATION:

Action Recommended:

Action Taken:

_____ Signature	_____ Date	_____ Signature	_____ Date
Employee Representative		Union Representative (if present)	
_____ Title		_____ Title	
Date/Time Action taken: _____			

EXHIBIT B

**ATTACHMENT A
AGREEMENT TO BE BOUND**

The undersigned, as a Contractor or Subcontractor ("Contractor") on a City Project ("Project"), for and in consideration of the award to it of a contract to perform work on said Project, and in further consideration of the mutual promises made in the Community Workforce Agreement ("Agreement"), a copy of which was received and is acknowledged, hereby:

Accepts and agrees to be bound by the terms and conditions of the Agreement, together with any and all amendments and supplements now existing or which are later made to said Agreement;

Certifies that it has no commitments or agreements which would preclude its full and complete compliance with the terms and conditions of said Agreement;

Agrees to secure from any contractor (as defined in said Agreement) which is or becomes a subcontractor (of any tier) to it, and from any successors, a duly executed Agreement to be bound in form identical to this document;

Contractor agrees that it shall be bound by all applicable trust agreements and plans for the provision of such fringe benefits as accrue to the direct benefit of the construction persons, including Health and Welfare, Pension, Training, Vacation, and/or other direct benefits provided pursuant to the appropriate craft Master Agreement and ratifies and accepts the trustees appointed by the parties to such trust funds, and agrees to execute a separate Subscription Agreement(s) for Trust Funds when such Trust Fund(s) requires such document(s).

Date: 12.4.2018

Company Name: 2nd Generation Development Inc. dba Bay Area Pervious Concrete

Name of Prime Contractor or Higher Level Subcontractor:
T.B. Penick & Sons, Inc.

Name of Project: 21st Century Library and Community Learning Center and Heritage Plaza Arboretum

Signature: 

Print Name: David Liguori

Title: President

Contractor's License #: 643381

EXHIBIT C

NORTHERN CALIFORNIA

AGC/LABORERS MASTER AGREEMENT

2018-2023

THIS AGREEMENT, made and entered into this 22nd day of January 2018, and effective the 1st day of July, 2018 through June 30, 2023, by and between the ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA, INC., hereinafter referred to as COLLECTIVE BARGAINING REPRESENTATIVE OF EMPLOYER, and the NORTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS OF THE LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, hereinafter referred to as UNION, modifying, amending and changing the Agreement made and entered into the 17th day of May, 1951, as modified by the Agreements dated June 4, 1952; July 14, 1953; April 13, 1954; April 12, 1955; April 30, 1956; April 19, 1957; June 30, 1959; July 28, 1961; June 27, 1962; July 1, 1965; June 16, 1968; June 16, 1971; July 2, 1974; May 10, 1977; April 30, 1980; January 18, 1983; March 5, 1986; November 21, 1988; May 17, 1992; June 14, 1996; May 5, 1999; October 22, 2001, April 21, 2006, July 1, 2010, June 25, 2012, December 18, 2013, and January 22, 2018 by and between the ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA, INC. and the NORTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS of the LABORERS' INTERNATIONAL UNION OF NORTH AMERICA.

WITNESSETH:

Section 1 General Provisions

A. Definitions

(1)(a) The term "Employer" shall refer to the Associated General Contractors of California, Inc.

(b) The term "Individual Employer" shall mean (1) an employer who has authorized the Association (Employer) to represent said Individual Employer with respect to collective bargaining with the Union; or (2) is bound to the terms and conditions of this Agreement under the subcontracting requirements of this Agreement; or (3) directly signs this Agreement with the Union as an Independent or Non-Association Member. The Employer agrees to provide the Union with a current list of Individual Employers it has authority to represent.

(2) The term "Union" shall refer to the Northern California District Council of Laborers.

(3) This Agreement shall apply to any employee who performs work falling within the presently recognized jurisdiction of those Local Unions of the Laborers' International Union of North America affiliated with the Northern California District Council of Laborers; except that this Agreement shall not apply to superintendents, assistant superintendents, civil engineers and their helpers, timekeepers, messenger persons, confidential employees and office help.

(4) This Agreement shall apply to Northern California, which term means that portion of the State of California above the Northerly boundary of Kern County, the Northerly boundary of San Luis Obispo County, and the Westerly boundaries of Inyo and Mono Counties, which includes the following counties: Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo and Yuba.

(5) The "method of delivery of notices" required by this Agreement shall be satisfied by one of the following means of delivery: email, fax, certified mail, or regular mail.

B. Coverage and Description of Laborers' Work Covered by this Agreement.

(1) This Agreement shall cover all work coming within the recognized jurisdiction of the Laborers' International Union of North America.

(2) Subject to the preceding paragraph and subject also to the provisions of Section 14 of this Agreement, it is agreed that Laborers' work shall include but not be limited to:

All Laborers' work necessary to tend the carpenters and other building trades craftsmen, stripping of concrete forms, handling and raising of slip forms, sewer cleaners, gardening, horticulture, landscaping, trackmen (construction, maintenance, repair), installation of all track, including the third rail, all cleanup of debris, grounds and buildings, graffiti abatement, steam cleaning and all General Laborers' work. In accordance with Green Book Decision dated August 2, 1920 - December 11, 1924, the loading and unloading, carrying and handling of all rods and materials for use in reinforcing concrete construction shall be done by Laborers under the supervision of such person as the Employer may designate. The hoisting of rods shall be done by Laborers, except when a derrick or outrigger operated by other than hand power is used.

All Laborers' work in connection with excavation for building and all other construction, including digging of trenches, piers, foundations and holes; digging, lagging, sheeting, cribbing and bracing of foundations, holes, caissons and cofferdams, manning, setting and moving all manually movable pumps. (This does not restrict the Laborers from performing other work.)

All Laborers' work in connection with concrete work, including rough striking, chipping and grinding, sealing, sandblasting, mixing, handling, shoveling, conveying, pouring, concrete pumps and similar type machines, grout pumps, nozzlemen (including gunmen and potmen), vibrating, guniting and otherwise applying concrete, whether done by hand or any other process, and wrecking, stripping, dismantling and handling concrete forms and false work, including tending of plasterers and brick and block layers.

All Laborers' work in the excavation, grading, preparation concreting, asphalt and mastic paving, paving, ramming, curbing, flagging and laying of other stone materials, installation and/or removal of pavers, and surfacing of streets, ways, courts, underpasses, overpasses and bridges; utilization of all equipment for the coring, cutting, scoring of concrete, asphalt or any other

surface, including, but not limited to horizontal and/or vertical concrete cutting, all work utilizing diamond blades, all raising of manholes and water valves in connection with paving.

All Laborers' work in connection with the operation of spreader boxes, such as True Lay, Rola Pavers and Laytons or similar type models, including but not limited to all shoveling and shifting material and cleaning of boxes, shall be the work of the Laborers. All Laborers' work in connection with the cutting of streets and ways for all purposes, including aligning by any method, digging of trenches, manholes, etc., handling and conveying of all materials for same; concreting of same; and the backfilling, grading and resurfacing of same.

All Laborers' work in connection with the construction of caissons, cofferdams, subways (except as covered by Master Tunnel Agreement), aqueducts, water lines, culverts, flood controls, airports, drains and sewers, and any type of conduit, including electrical, no-joint pipe, including the cribbing, lagging, bracing, sheeting, checking grade for pipelaying, including laser work for pipelaying, manholes, drain inlets, vaults, pull boxes, trench jacking and handling of lagging hammers on all open trenches and ditches. All Laborers' work in connection with shoring, underpinning including cutting, fitting, placing and raising of all structures.

All mechanical and pressurized pipe work, including the laying and installation of pipe above and below ground, cathodic protection, bolt up, and support installation in connection to water conveyance, production, purification, filtration, and treatment facilities.

All track work, including rail ties, welding of rail; and including third rail work, except for electrification and electrical tie-ins.

All Laborers' work in connection with drilling, utilization of the rock slicer and/or rock splitter, utilization of all air track drills, hydraulic drills of all types and sizes; drilling, including directional drilling, geothermal drilling and the locator for directional drilling, all work of loading, placing and blasting of all powder and explosives of whatever type regardless of the method used for such loading and placing.

All signaling and rigging in connection with Laborers' work.

All Laborers' work in connection with the wrecking of buildings, both structural and non-structural.

All Laborers' work in connection with demolition, both structural and non-structural.

All Laborers' work in connection with the slinging, handling and placing of all rip rap, rock and stone on highways, jetties, seawalls waterfront structures and dikes, retaining walls or wherever used, mechanically stabilized earthen (MSE) walls, reinforced soil slopes (RSS), geosynthetic reinforced soil (GRS) walls, access ramps, bridge abutments, and wing walls construction and installation, including straps, facing, reinforcing mesh and strips, fabrics, precast panels, precast concrete blocks, dry cast modular blocks, gabions, welded wire mesh, drainage, drainpipe, and backfill and topsoil.

All wrecking work on construction and/or razing sites: all Laborers' work on precasting or prefabrication at the construction project site or at a precast or prefabrication yard specifically established and operated for that one particular construction job.

All Laborers' work in connection with the operation of such equipment that is necessary and incidental to carry out the work of the Laborer.

All Laborers' work in connection with Trenchless Technology, including pipe installation, bursting, camera/cctv, relining or similar trenchless laborer work.

All Laborers' work in refineries (see Supplement No. 5).

All Laborers' work in connection with, Utilities, Dry Utilities, including electrical, cable, and telecommunication conduit layer, joint utility trench laborer including gas.

All Laborers' work in connection with Remediation/Land Restoration, including wetlands restoration, mitigation, or re-vegetation of lands, (ornamental landscape is not included in this classification).

All Laborers' work in connection with Erosion and Sediment Control, including soil stabilization and soil, vegetation, and watershed pollution control.

All Laborers' work in connection with installing the systems designed to support the solar modules/panels including anchoring support systems (deck mounting); Foundation post hole digging (ground mounted support systems); Pouring of concrete for support system posts; Moving, loading, and unloading of material used in solar photovoltaic installations to the point of installation roof or other locations as required, installation of Photovoltaic Modules in support systems, attaching Modules to Rails (support systems), trenching on ground level systems, conduit placement, Final Cleaning on Panel Surfaces, general cleanup of surplus packaging/installation materials, coring or sawing of concrete in conjunction with solar systems, welding of Solar Array structures, traffic control and flagman involved with delivery and unloading operations, and living roof installation.

All Laborers' work in connection with the installation of appliances and free standing furniture.

All Laborers' work in connection with the laying and/or applying of fabrics connected to asphalt, portland cement concrete (pcc), and aggregate paving work.

When an Individual Employer, at his/her discretion, wishes to utilize Employees covered by this Agreement to perform temporary lighting work at the jobsite, including, but not limited to Boloney Cords, Stand Lights, String Lights and Temp Power Boxes, such Employees may be employed in accordance with the Agreement.

(3) All classifications listed in Supplement No. 1 of this Agreement which are not listed under this Section shall be included in the coverage and description of Laborers' work just as though incorporated in full in this Section.

(4) Should an Individual Employer signatory to this Agreement subcontract the masonry or plastering portion of a project, said contract shall specify that the work to be performed shall be done under the terms and conditions of the current Masonry and/or Plaster Tender Agreement that has been negotiated by the Northern California District Council of Laborers or its affiliates, which is in effect in the territory in which the work is performed. However, Masonry work which is incidental to the work of the Individual Employer may be performed under the terms and conditions of this Agreement.

(5) Any Individual Employer not signatory to both the Tunnel and Laborers' Master Agreement shall agree that whenever work is performed which is covered by the terms of the Laborers' Master Tunnel Agreement for the forty-six (46) Northern California Counties, the provisions of that Agreement shall be fully applicable to and binding upon the Individual Employer.

(6) Should an Individual Employer signatory to this Agreement subcontract the traffic control or highway improvement portion of the project, such work shall be done under the terms and conditions of the current Laborers' Master Traffic Control/Highway Improvement Agreement that has been negotiated by the Associated General Contractors of California, Inc. and the Northern California District Council of Laborers, which is in effect in territory in which the work is performed.

(7) Should an Individual Employer signatory to this Agreement subcontract landscaping work, such work shall be performed under the terms and conditions of the current Laborers' Landscaping Agreement that has been negotiated by the Associated General Contractors of California, Inc. and the Northern California District Council of Laborers which is in effect in the County in which the work is performed.

Section 2 Bargaining Representatives

A. Union's Recognition of Collective Bargaining Representative of Employer.

The Union hereby recognizes and acknowledges that the Collective Bargaining Representative of Employer includes in its membership a majority of the Individual Employers in the highway, general building and heavy construction industry, and said Individual Employers are performing the greater percentage of work therein. By reason of such facts the Union hereby recognizes that the Collective Bargaining Representative of the Employer, as herein-above referred to, is the collective bargaining representative for all Individual Employers who authorize the Employer to represent them with respect to Collective Bargaining with the Northern California District Council of Laborers. A list of said Individual Employers shall be furnished to the Union at the commencement of negotiations and the Employer shall furnish the Union with a complete monthly report of any additions and deletions to the list of Individual Employers represented by the Employer.

In the event the Union (District Council) enters into any other agreement with other employers or employer associations concerning the type of work covered hereby in the area which shall have

terms more favorable to such employers or employer associations and the members thereof than this Agreement, then such more favorable provisions shall become a part of and apply to this Agreement only in the geographical area where such other agreement is in effect.

The Union has requested recognition as the Section 9(a) representative of the employees performing Laborers' work covered by this Agreement and has demonstrated or offered to demonstrate through authorization cards that it has the support of the majority of these employees. The Employer and each Individual Employer expressly acknowledge that they and each of them have satisfied themselves that the Union and/or each of its local affiliates represents a majority of the employees employed to perform Laborers' work and agrees that the Union and/or each of its constituent Locals is the collective bargaining representative of such employees. The Employer on behalf of itself and each of its members and each Individual Employer specifically agrees that it and they are establishing or have established a collective bargaining relationship by this agreement within the meaning of Section 9(a) of the National Labor Relations Act of 1947, as amended. The Union is recognized as the sole and exclusive bargaining agent for itself, the Northern California District Council of Laborers and all of its affiliated Local Unions.

Any dispute concerning this Section shall be resolved by a mutually agreed upon neutral Arbitrator, either during the term of this Agreement or anytime thereafter, whenever the issue is raised by either party. The Employer, on behalf of itself and each of its members and each Individual Employer, specifically agrees that the neutral Arbitrator may order (as the Arbitrator deems appropriate) the parties to bargain in good faith for any period following a written notice of termination of the Agreement unless and until a lawful impasse occurs or until a successor Agreement is negotiated.

B. Employers' Recognition of Union as Collective Bargaining Representative of Employees.

The Employer and the Individual Employers covered hereby recognize and acknowledge the Northern California District Council of Laborers of the Laborers' International Union of North America, as the collective bargaining representative for the employees in the area aforementioned covering the jurisdiction of the Union.

C. Access to Project

Union Representative shall have access to the project during working hours for the purpose of checking compliance with which the terms of this Agreement are being complied.

Section 3 Employment and Discharge

A. Union Security

(1) Every person performing work covered by this Agreement who is a member of the Union and in the employment of an Individual Employer on work covered by this Agreement on the effective date of this subsection 3A shall, as a condition of employment or continued employment, remain a member in good standing of the Union in the appropriate Local Union of

the Union. Every person covered by this Agreement and employed to perform work covered by this Agreement shall receive pay according to this Agreement by the Individual Employer and shall be required, as a condition of employment, to apply for and become a member of and to maintain membership in good standing in the Union in the appropriate Local Union of the Union which has territorial jurisdiction of the area in which such person is performing work on or after the expiration of eight (8) days of employment on such work following the beginning of such employment on the effective date of this revised subsection 3A, whichever is later. Membership in any such Local Union shall be available to any such person on the same terms and conditions generally applicable to other members.

If Federal law is hereafter amended to permit a lesser requirement for Union membership or Union membership as a condition of employment than provided in this subsection, the Collective Bargaining Representative of the Employer and the Union will promptly enter into negotiations with regard to such subject.

(2) The Individual Employer shall be required to discharge any employee pursuant to this subsection 3A only when a written notice from the Union or Local Union, with an immediate copy of such notice to the Union, of such employee's non compliance with this subsection, stating all pertinent facts showing such non compliance, shall have been served upon such Individual Employer and a reasonable time (not to exceed forty-eight (48) hours) has been allowed for compliance therewith.

B. Employment

(1) The Union or Local Union shall maintain open and non-discriminatory hiring halls for the use of workers desiring employment on work covered by this Agreement and such workers shall be entitled to use such hiring halls. It is mutually agreed by the Employer and the Union to fully comply with all of the provisions of Title 7 of the Civil Rights Act of 1964, Presidential Executive Order #11246, the Americans with Disabilities Act of 1990, and the California Fair Employment Practices Section, to the end that no person shall, on the grounds of sex, race, color, disability, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination by not having full access to the contents of Section 3 of this Agreement. (A list of Local Unions, their telephone numbers and daily dispatching hours is attached hereto as "Schedule A" for convenience only.)

The Union shall retain full power to change the location of any hiring hall listed herein, to change the daily dispatching hours listed herein or to cause the merger, amalgamation or consolidation of any two or more hiring halls listed herein. The Union shall give notice in writing to the Employer whenever any such change, merger, amalgamation or consolidation becomes effective. If the Employer desires a location of a hiring hall or daily dispatching hours other than as specified herein, notice of such desire shall be given to the Union in writing and the Collective Bargaining Representative shall promptly enter into negotiations with regard to such subject.

(2) Each person desiring employment shall register through such hiring hall by appearing personally and by indicating his/her name, address, telephone number, Social Security Account

Number, qualifications and employment desired, or by telephone in those Local Unions permitting telephone registration. Each such person shall be listed numerically in the order in which he/she registers.

(3) No person shall be entitled to have his/her name placed on any employment list which is applicable to a particular type or classification of work unless he/she has been employed in such type or classification of work for six months consecutively or accumulatively within a period of three (3) years immediately preceding the date of his/her registration.

(4) The Individual Employer shall contact the appropriate hiring hall of the Local Union having work and area jurisdiction for all Laborers as he/she or it may from time to time need, and the Local Union shall furnish to the Individual Employer the required number of qualified and competent Laborers of the classifications needed by the Individual Employer in accordance with the provisions of this subsection 3B, if such Laborers are available.

(5) When requesting Laborers, the Individual Employer shall submit job orders indicating the number of persons desired, qualifications of each person desired, the location of the job, the reporting date and time and the representative of the Individual Employer to be contacted on the job site.

(6) The appropriate hiring hall of the Local Union of the Union having work and area jurisdiction will furnish in accordance with the request of the Individual Employer such qualified and competent Laborers of the classifications needed from among those entered on said lists to the Individual Employer by use of a written referral in the following order of preference:

Persons shall be referred in the order in which they are registered if their registration indicates that they are qualified for and desirous of taking such referral, unless they are not available for referral, subject to the following conditions: First,

(a) Notwithstanding any other provision of this Agreement, the Individual Employer may request a person by name, out of order, and such person must be dispatched if such person is registered on the out of work list and if such person was employed previously by such Individual Employer or member of a joint venture within three (3) years prior to such request within the territorial jurisdiction of the appropriate Local Union of the Union.

(b) In addition to requests permitted by the provision of subsection 6(a), the Individual Employer may request any person registered on the out of work list out of order for any reasons; provided, however, that at no time shall any job contain more than fifty percent (50%) of persons requested under subsection 6(b). It will not be a violation of this Agreement for an owner (1 person) to perform Laborers' work when needed, provided that said owner is performing work with at least one (1) additional Laborer on the job site.

(c) Any Local Union, may at its option, permit a percentage of individual requests greater than fifty percent (50%) on any job. Such permission shall not be deemed a violation of this Agreement.

(d) Notwithstanding the above, the mobility of all employees who have been employees of the Individual Employer for a period of three hundred sixty (360) hours out of the immediate preceding six (6) months, shall not be restricted for any reason subject to Section 3A, Union Security. In order for the Individual Employer to exercise the mobility provisions set forth in this paragraph, the Individual Employer shall:

(1) Provide the appropriate Local Union with a current list of names and Social Security Numbers of those employees who are eligible for mobility, prior to any employee being moved; and

(2) The Individual Employer shall notify the appropriate Local Union of a job or project of more than five (5) days' duration.

(3) In cases where an Individual Employer is found to have dispatched certain employees not eligible for mobility to a job site as defined herein, then the Local Union having jurisdiction in the project area shall notify the employer of such violation or error. The Individual Employer, upon notification by the Union, shall within one (1) working day, correct said violation or error to the satisfaction of the Union. Additional laborers shall be obtained in accordance with the hiring hall procedures from the Local Union in the area where work is performed. All laborers shall have in their possession proof of proper dispatch and Union status which shall be produced upon request of Local Union representative in the area where the job is located. Any violation not resolved to the mutual satisfaction of the parties shall be subject to Section 9 of this Agreement.

(4) No employee of the Individual Employer shall suffer loss of mobility for a break in service of two (2) months or less with the employer if the break in service is due to illness, extended vacation or winter shutdown.

(e) No person shall be dispatched pursuant to the provisions of subsection 6(a), 6(b) or 6(c) of this Section unless the Individual Employer's request is in writing, dated, is signed by an appropriate management representative, specifies whether the person is a rehire and names the job for which rehire is requested.

Second, persons who, within five (5) years immediately preceding the job order, performed work covered under this Agreement in the geographical area covered by this Agreement in the order in which they registered.

Third, persons who are registered in the order in which they registered by qualification.

(7) Available for employment shall mean: All persons eligible for referral shall be present at the hiring hall or present at their residence or mobile phone (during dispatching hours, unless excused for the following reasons) in those Local Unions permitting telephone dispatch:

(a) When a death or imminent death occurs in the immediate family or other close family member, from the date of death and not exceeding one week after the date of burial, however,

they shall produce bona fide proof of such death or imminent death from hospital or family doctor.

(b) Persons on jury duty, providing they produce bona fide proof that they are serving on a jury.

(c) Persons temporarily serving in the U.S. Military, providing they show bona fide proof of such service.

(d) Attendance at Workers' Compensation Hearing or any administrative or court appearance upon a showing of *bona fide* proof of a required appearance.

(e) Hospitalization or medical treatment of the member or an immediate family member, requiring the attendance or involving the family responsibilities of the member (for up to one [1] week) upon appropriate proof.

(f) Confinement of a spouse because of pregnancy and the anticipated imminent delivery of a child (for up to one week) upon appropriate proof.

(g) Training sponsored by the District Council upon appropriate proof.

(8) When ordering workers, the Individual Employer will give notice to the appropriate hiring hall of the Local Union, if possible, not later than 2:30 p.m. of the day prior (Monday through Friday) or, in any event, not less than seventeen and one-half (17½) hours, if possible, before the required reporting time. In the event that forty-eight (48) consecutive hours after such notice (Saturday, Sundays and recognized holidays excluded), the Local Union shall not furnish such workers, the Individual Employer may procure workers from any other source or sources. If workers are so employed, the Individual Employer shall promptly report to the appropriate hiring hall of the Local Union, in writing or by phone with written confirmation within forty-eight (48) hours, the name, address and Social Security Account Number of the employee procured from such other source or sources and the date of employment and the location of the job on which he/she is employed. Workers who report on the first day are to be paid from the time they report to the Individual Employer's designated location.

(9) Dispatching hours shall be as specified in subsection (1) of this subsection 3B or as specified in the notice or notices submitted pursuant to subsection (1) of this subsection 3B. In emergency cases, individuals may be dispatched other than at such dispatching hours.

(10) Each person, upon being referred, shall receive a written referral to be transmitted to the Individual Employer representative at the job site indicating the name, address, Social Security Account Number, type of job, date of proposed employment and date of referral.

(11) To insure the maintenance of a current registration list, all persons who do not re-register or answer roll call, as the case may be, on each regularly scheduled roll call day (which shall not be more often than once a week), shall be removed from the registration list unless excused in accordance with subsection 3B(7). Any person may re-register by phone and must be personally

present at the phone during dispatch hours. If a referral is made by phone, a written dispatch slip must be sent to the Individual Employer and worker. Any person who is permitted to register by telephone under this subsection 3B must appear personally at the appropriate hiring hall on roll call day. If such persons re-register or answer roll call pursuant to the provisions of this Section, they shall maintain their previous position on such list, subject to the provisions of subsection (12) of subsection 3B following, such person shall not be entitled to the position he/she held prior to his/her elimination in the event he/she re registers or answers roll call, as the case may be. Persons will be excused from answering roll call only for the reason enumerated in subsection 3B(7).

(12) Persons shall be eliminated from the registration list for the following reasons:

(a) Dispatched to a job except that any person who is rejected by the Individual Employer or who fails to complete four (4) full days (thirty-two [32] hours, accumulated from Individual Employers) of work and/or pay shall retain his/her position on said list; provided, no person who is rejected by the Individual Employer shall be re-referred to such Individual Employer with respect to the same request pursuant to which he/she was initially referred.

(b) Failing to accept suitable employment one time during the current week at the time of dispatch. Employment which cannot be reached by an individual because of lack of transportation shall not be deemed suitable as to him/her.

(c) Unavailable for employment.

(d) Any person dispatched to a job who fails to report for work.

(13) Notwithstanding the provisions of this Section 3B, upon the same notice as required in Section 3B(6)(e) being given to the appropriate Local Union of the Union, an Individual Employer shall have complete freedom to employ the first key Laborer.

(14) Subject to the provisions of this Agreement, the Individual Employer shall have complete freedom of selectivity in hiring and the Individual Employer retains the right to reject any job applicant referred by the Union for just cause including but not limited to persons unable to produce legal residence documentation as required under the Immigration Reform and Control Act of 1986. In the event an Individual Employer receives two (2) referrals from the Local Union not meeting the skill requirements of the hiring request, the Individual Employer shall be free to secure such skilled person from any available source subject to Section 3A of this Agreement.

(15) The Local Unions and the Union shall post in places where notices to applicants for employment with the Individual Employers are customarily posted, all provisions relating to the functioning of the hiring arrangements, including the provisions set forth in this Section, and each Individual Employer shall similarly post in places where notices to employees and applicants for employment are customarily posted, a notice of the hiring arrangements set forth in this Section.

(16) Selection of applicants for referral to jobs pursuant to this Agreement shall be on a non discriminatory basis and shall not be based on, or in any way affected by, Union membership, bylaws, rules, regulations, constitutional provisions, or any other aspect or obligation of Union membership, policies or requirements, provided that the provisions hereof shall not modify or qualify the requirements of Subsection A of this Section 3.

(17) Any hiring hall registrant who misuses the hiring hall and the relationship with signatory Individual Employers by failing to appear for work for which he/she has been dispatched; or failing to appear at the jobsite ready and prepared to work; or accepting employment for which the laborer is not qualified may, at the Local Union's discretion, be suspended from utilizing the hiring hall out-of-work list for subsequent offenses; and may be denied referrals for which the applicant is not qualified until he/she demonstrates that he/she possesses the qualifications to the Laborers' Training Center.

Any appeal of these penalties must be submitted to the Hiring Hall Arbitrator under Section 3B(18), whose decision shall be final and binding.

(18) Any person aggrieved by the operation of the hiring hall shall submit his/her grievance to the permanent hiring hall neutral arbitrator provided that such submission is made in writing stating the reasons for the grievance within ten (10) working days after the occurrence of the grievance.

The Arbitrator shall have full power to adjust the grievance, and his/her decision thereon shall be final and binding upon the person submitting the grievance and all parties hereto. Forms for the submission of any such grievance shall be available at all times in the office of the Union and each Local Union.

The permanent hiring hall neutral arbitrator shall be Robert M. Hirsch and notices required by this Section shall be mailed or delivered to P.O. Box 170428, San Francisco, CA 94117. The date of this postmark and/or date of delivery of the grievance, whichever is later, shall toll the running of the ten (10) day period. The costs of arbitration shall be borne equally by the Employer and the Local Union regardless of who the Local Union or Individual Employer is.

(19) The Union recognizes the need of the Individual Employer to have access to Union dispatched Laborers on an expedited basis and the Individual Employer recognizes the Union's obligation to operate a fair and efficient hiring hall. Notwithstanding the other provisions of this article, if the Individual Employer contacts the Local Union after posted dispatch hours and requests workers to be dispatched to a job site within twenty-four (24) hours of the Individual Employer's call to the Local Union (and the Individual Employer does not request the Laborer by name pursuant to subsection 6(a) or subsection 6(b) above), then the Local Union shall dispatch the person nearest the top of the out-of-work list who is present at the Local Union hiring hall, and if no Laborer is present, the person nearest to the top of the out-of-work list who can be contacted by telephone. If the Local Union is unable to contact a registrant by telephone after one (1) telephone call, the Local Union shall call the next qualified person on the list. A person who is not present at the Local Union hiring hall or reachable by telephone for an expedited dispatch under this section shall not be eliminated from the out-of-work list.

C. Discharge

No employee shall be discharged or discriminated against for activity in or representation of the Union or any Local Union. The Local Union shall be the sole judge of the qualifications of its members.

The Individual Employer shall be the sole judge of the qualifications of all of their employees, and may on such grounds, discharge any of them. After forty (40) hours of employment, no employee shall be discharged without just cause. In the event of discharge without just cause, the employee shall, if he/she so desires, be reinstated with payment for time lost. In the event of a dispute, the existence of "just cause" shall be determined under the grievance procedure provided for in Section 9 hereof. In the event of reinstatement, the amount of back pay awarded under Section 9 hereof may not exceed 90 days unless the grievant was employed by the Individual Employer who discharged him/her for more than 1500 hours in the two (2) years preceding the date of discharge.

During the first forty (40) hours of employment, the Individual Employer may reject or discharge any employee for any reason.

D. The Individual Employer may notify the Local Union hiring hall of all employees who have quit, or been terminated or recalled during the week. Such notification may be on a written form which will include the following information:

NAME OF EMPLOYER COMPANY
NAME OF EMPLOYEE
DATE OF TERMINATION
DATE OF RECALL
REASON FOR TERMINATION

E. No employee may be transferred from an Individual Employer's payroll to another Individual Employer's payroll except in accordance with subsection 3B, except any transfer to and/or from a joint venture of which the Individual Employer is a partner.

Section 4 Show-Up Time

A. The Individual Employer is not obligated to pay show-up time to any applicant/employee who fails to comply with the company code of safe practices.

B. When any employee reports for work and there is no work provided by the Individual Employer, he/she shall be paid two (2) hours show-up time at the applicable rate plus zone pay where applicable, provided, however, no show-up time will be payable to any person who reports for work without the necessary and legally required documentation to establish work right status under applicable Immigration and Naturalization Laws. If work is suspended on account of weather conditions, the employee shall be entitled to show-up time only if he/she remains on the job site for two (2) hours pending abatement of such weather unless sent home

earlier by the Individual Employer. If work is to be suspended for any reason, the employee shall be notified at least two (2) hours before being required to report for work. The employee shall keep the Individual Employer informed at all times of his/her correct address, and if he/she has a telephone, his/her telephone number. If an employee does not keep the Individual Employer so informed, the Individual Employer shall be relieved of the duty of giving such notice and further he/she shall not have to pay such employee show-up time. Radio and/or TV notice is acceptable on remote projects as means of notification providing the Union is notified in writing at the commencement of the job.

Section 5 Higher Wages

No employee receiving a higher rate of pay shall suffer a reduction of pay by reason of the execution of this Agreement.

Section 6 Lunch Time, Rest Periods, & Heat Illness Preventative Recovery Period

A. There shall be a regularly established meal period. The meal period shall be one-half ($\frac{1}{2}$) hour and shall be scheduled to begin not more than one-half ($\frac{1}{2}$) hour before and completed not later than one (1) hour after the midpoint of the regularly scheduled hours of work of each Employee's shift.

If the Individual Employer requires the Employee to perform any work through his/her scheduled meal period, the Employee shall be paid at the applicable overtime rate for such meal period and shall be afforded an opportunity to eat on the Individual Employer's time.

Any employee required to work more than two (2) hours overtime at the end of a shift shall be permitted a one-half ($\frac{1}{2}$) hour meal period for which he/she shall receive regular overtime pay. No work shall be performed by him/her during such meal period. (Meal periods may be staggered from the 10th to the 11th hour.) However, if an Employee works over ten (10) hours, the Individual Employer and Employee may mutually agree to waive the Employee's entitled second (2nd) meal period so long as the first meal period was taken and the Employee works not more than a total of twelve (12) hours.

B. Employees shall be authorized and shall be permitted to take a total of ten (10) minutes during each four (4) hour segment of their assigned work shift for a rest period.

There shall be no formal organized rest periods during working hours and as far as practicable the break will be taken as near to the middle of each four (4) hour work segment as possible. Rest periods shall be scheduled in a manner so as not to interfere with workflow or continuous operations and Individual Employers shall be able to coordinate the timing of each ten (10) minute rest break with their Employees to assure the continuity of work. Employees shall be required to remain in their respective work area, or to take their rest period in a specific area designated by the Individual Employer. The second rest period may be added to the end of the meal period or workday when working conditions so dictate as determined by the Individual Employer. Employees who work more than ten (10) hours shall be authorized and permitted three ten (10) minute rest periods.

It is understood that the Employee will take his/her appropriate rest period unless the Individual Employer specifically directs the Employee not to take this rest break due to operational requirements. Employees are required to notify their supervisor whenever they are unable to take their rest periods.

If an Individual Employer fails to authorize and permit an Employee with a rest period as provided herein, the Employee shall be paid a penalty payment equal to one (1) hour at his/her applicable hourly wage rate excluding fringe benefits for all missed rest periods that day.

C. A heat illness preventative recovery period of no less than five (5) minutes shall be made available in order to prevent heat illness.

Employees believing a preventative recovery period is needed to avoid heat illness or suffering from heat illness shall be provided access to an area with shade that is either open to the air or provided with ventilation or cooling or provided for a period of no less than five minutes. Such access to shade shall be permitted at all times. Cooling measures other than shade (e.g., use of misting machines) may be provided in lieu of shade if the Individual Employer can demonstrate that these measures are at least as effective as shade in allowing employees to cool.

Employees should not discount any discomfort or symptoms they are experiencing. They should immediately report any problems they are experiencing to a supervisor and coworker. Employees must notify their supervisors immediately if they believe they require access to shade, or alternative cooling measures and/or a preventative recovery period.

If an Individual Employer fails to provide an Employee a preventative recovery period in accordance with this Section, the Individual Employer shall pay the Employee one additional hour of pay at the Employee's regular rate of compensation, excluding fringe benefits, for each work day that a requested preventative recovery period is not provided. No employee shall be discriminated against for exercising his/her rights pursuant to this Section.

D. All disputes concerning meals, rest periods and/or heat illness preventative recovery periods are subject to the Grievance Procedures in Section 9 of the Agreement and must be brought to the attention of the Employer, in writing, by the Union or Employee within ten (10) working days of the alleged violation. Decisions resolving disputes arising out of the Grievance Procedures shall be final and binding upon both parties.

Section 7 Records

A. Each Individual Employer shall provide a proper means for registering the reporting, quitting time, and as supplied by the employee, the address and telephone number of all employees covered by this Agreement. In the event of a dispute, such records shall be accessible to the business representative of the Union or Local Union during working hours.

B. Each Individual Employer, upon request of any Trust Fund specified in this Agreement, shall permit a Trust Fund Auditor to review any and all records relevant to the enforcement of

the provisions of this Agreement pertaining to the Trust Funds. Such review shall be permitted not less than ten (10) working days after demand.

Section 8 No Cessation of Work

It is mutually agreed and understood that during the period when this Agreement is in force and effect, the Union or any Local Union will not authorize any strike, slow down, or stoppage of work in any dispute, complaint, or grievance arising under the terms and conditions of this Agreement, except such disputes, complaints, or grievances as arise out of the failure or refusal of any Individual Employer to comply with the provisions of the hiring clause, Section 3A or B hereof, or as permitted under Section 28B and C hereof or whenever an Individual Employer pays Laborers improperly with checks which do not clear for collection. As to any Individual Employer who shall fail or refuse to comply with the provisions of the sections specified herein, so long as such failure or refusal continues it shall not be a violation of this Agreement if the Union or any Local Union withdraws its members who are subject hereto from the performance of any work for such Individual Employer, and such withdrawal for such period shall not be a strike or work stoppage within the terms of this Agreement. In the event that any employees of any Individual Employer should be withdrawn by reason of any dispute, complaint, or grievance arising out of the violation of any similar hiring clause in any agreement between Employer and any other Union, then the Union or any Local Union may respect such withdrawal and for the period thereof may refuse to perform any work for such Individual Employer, and such refusal for such period shall not be a violation of this Agreement.

Any employees so withdrawn or refusing to perform any work as herein provided shall not lose their status as employees, but no such employee shall be entitled to claim or receive any wages or other compensation for any period during which he/she has been so withdrawn or refused to perform any work.

Section 9 Grievance Procedure

Any dispute concerning the interpretation or application of this Agreement, other than a jurisdictional dispute or a dispute arising out of Section 3A or 3B, or a dispute arising out of subsection 13C(4), or a dispute of Section 28 (Health & Welfare Plan, Pension/Annuity Plan, Vacation-Holiday-Dues Supplement Plan, Training-Retraining/Apprenticeship Plan) which said Sections and the Subsections thereof are specifically exempted by the provisions of this Section, the following procedure will apply:

1. In the event that a dispute arises on a job, it shall be first reported to the Individual Employer and/or the Business Agent of the appropriate Local Union who shall then attempt to adjust said grievance or dispute at the job site level.
2. The grieving parties shall specify the date(s) of the alleged violation(s) and the provision(s) of the Agreement applicable to the dispute.
3. If said grievance or dispute is not satisfactorily adjusted by the appropriate Local Union or otherwise authorized Union Representative and the Individual Employer or his/her

representative within three (3) days after submission to the Individual Employer, the matter may be submitted by either party to a permanent Board of Adjustment created for the settlement of such disputes.

4. The Board of Adjustment shall be composed of two (2) members named by the Union, two (2) members named by the Association and an Impartial Arbitrator. At any point in the proceedings, should the panel be unable to reach a majority vote, the Arbitrator shall participate and his/her decision shall be final and binding.

5. In addition to any rules or procedures which the panel may adopt, the Board of Adjustment shall be governed by the following provisions:

(a) No attorney shall be utilized unless either party notifies the other of its intent to do so with a minimum of fourteen (14) calendar days in advance of the hearing.

(b) No briefs shall be submitted nor a transcript made of the hearing except by mutual agreement of the parties or by direction of the Arbitrator.

(c) In the case of a deadlock, the Arbitrator shall render his/her decision upon the conclusion of the case at the Board of Adjustment hearing unless the time is extended by mutual agreement of the parties or at the request of the Arbitrator, in which case the Arbitrator shall render a decision not later than thirty (30) days after submission. The Arbitrator shall not render an expanded opinion in any case unless requested by the parties.

(d) The parties shall select and utilize one (1) permanent impartial arbitrator who is willing to abide by the procedures set forth herein. The impartial arbitrator may be changed or replaced at the request of either party.

6. The Board of Adjustment shall meet not less than once each calendar month with the exception of the discharge cases which must be heard at the earliest possible date not to exceed fifteen (15) working days. Failure of either party to meet or participate in the procedure shall relieve the charging party of further compliance with the grievance procedure.

7. Decisions of the Board of Adjustment or an Impartial Arbitrator shall be within the scope and terms of this Agreement, and shall be final and binding upon all parties hereto. The Board of Adjustment or an Impartial Arbitrator shall only have jurisdiction and authority to determine the meaning, application of, or compliance with the provisions of this Agreement and shall not have jurisdiction or authority to add to or detract from, amend, modify or alter in any way the provisions of this Agreement or its intent.

8. In the event an Individual Employer fails to comply with any such decisions, the Union may withdraw employees or strike the Individual Employer and such action shall not be a violation of this Agreement so long as such noncompliance continues.

9. The expenses of the Joint Adjustment Board and the Impartial Arbitrator, including the cost of a court reporter, shall be borne by the Contract Administration Fund.

10. No proceedings hereunder based on any dispute, complaint or grievance herein provided for, shall be recognized unless the grievance procedure steps outlined above have been followed. The Board of Adjustment may, by majority vote, for good cause, accept a late submission.

11. The Board of Adjustment shall establish regular meeting dates and administer grievances filed in conjunction with this Section as set forth in the rules and procedures which may be amended from time to time by the parties.

12. A decision of the Board of Adjustment by majority vote, or the decision of a permanent arbitrator shall be enforceable by a petition to confirm an arbitration award filed in the Superior Court of the City and County of San Francisco, State of California.

13. All hearings of the Board of Adjustment shall be in the County of Contra Costa and/or County of Alameda, unless mutually agreed to move to another location.

14. No proceedings hereunder based on any dispute, complaint, or grievance herein provided for shall be recognized unless adequate notice was given to the Employer and/or Union or Local Union within ten (10) days after the alleged violation was committed.

15. In the case of discharge, the Board shall meet within fifteen (15) working days. The Board of Adjustment or Arbitrator shall be free to sustain the discharge or to find discipline other than discharge to be appropriate and may order reinstatement with full or partial back pay as he or it deems appropriate provided there shall be no discrimination on the part of the Individual Employer against any employee for activities in behalf of, or representation of the Union not interfering with the proper performance of his/her duties.

16. If failure of a Board of Adjustment to meet on a discharge case within fifteen (15) working days is due to the unavailability of the Union, the wage payment and Trust Fund contribution liability shall be limited to the above fifteen (15) working days. If the Employer or Individual Employer is unavailable to meet the wage payment and Trust Fund contribution, liability shall be continuing.

17. The Board of Adjustment shall settle any dispute or grievance involving a subcontractor as defined in Section 11 who has agreed under contract with the Employer, or any Individual Employer, or a subcontractor of the Employer, or any Individual Employer to perform on the job site any part or portion of the construction work covered by the prime contract, including the operation of equipment, performance of labor and installation of materials.

When liabilities are assessed against a subcontractor for hiring violations as a result of a Board of Adjustment held under the provisions of Paragraph 17 and said subcontractor fails to satisfy said obligations, the Union shall promptly give written notice to the Individual Employer and subcontractor and the Individual Employer shall pay such obligations from the retention of such subcontractor.

18. The procedures specified herein shall be applicable to any Individual Employer whether or not he or she is a member of Employer or any other associations.

19. In those instances where the Individual Employer is not a member of the Employer, the Joint Adjustment Board shall establish procedures whereby the Employer members of the Joint Adjustment Board may consist of one Individual Employer who is not a member of the Employer.

20. In addition to disputes concerning the interpretation or application of this Agreement, all claims and claims for associated penalties arising under the federal Fair Labor Standards Act, the California Labor Code, and Wage Order 16, will be resolved through the procedures set forth in this Section 9; such claims may not be brought in a court of law or before any administrative agency such as the California Labor Commissioner.

Section 9A Contract Administration

A trust fund entitled "The Contract Administration Trust Fund" shall be used to provide compensation to the Employer for negotiations and administration of the provisions of this Agreement, including Section 9, for the Industry. Effective September 1, 2006, each signatory employer shall contribute the sum of eight cents (\$.08) per hour worked or paid for to the Contract Administration Trust Fund. At the discretion of the Trustees of said Trust, contributions to the Contract Administration Trust Fund may be increased up to an additional four (\$.04) cents per hour during the term of this Agreement. Such increase or increases are to be effective on such dates as determined by the Trustees. The contributions into the Contract Administration Trust Fund shall not exceed ten cents (\$.10) per hour for each hour paid for or worked. The Trust Fund shall be administered solely by Trustees selected by the Employer in accordance with a trust agreement to be executed by the Employer. The contributions as described above shall commence with the work month following notice by the Laborers' Northern California Trust Fund Corporation to the Individual Employers. The Union shall have the right, not more than one (1) time per year, to independently audit the Trust Fund.

Section 9B Industry Stabilization Fund

Effective July 1, 2013, the Individual Employer shall contribute fourteen cents (\$.14) per hour for each hour paid for or worked by workers in work covered by this Agreement to the Industry Stabilization Fund. Of the fourteen cents (\$.14) per hour, five cents (\$.05) per hour is earmarked for California Alliance for Jobs, seven cents (\$.07) per hour is earmarked for Foundation for Fair Contracting (FFC), and two cents (\$.02) per hour is earmarked for the Construction Industry Force Account Council (CIFAC).

The purpose of such funds shall be to enhance the monitoring of public works projects relative to Employer compliance with State, Federal or other public agency public works wage and hour laws. Such contributions shall continue until written notice by the parties signatory hereto. Such trust fund shall be administered jointly by the signatory parties.

Section 10 Payment of Wages

A. Each employee shall be paid wages in full each week before or at quitting time on the Individual Employer's regular pay day unless specific arrangements to the contrary are made in writing between the Individual Employer and appropriate Local Union of the Union. Employees who quit or are laid off or discharged shall be paid in accordance with the laws of the State of California.

Any dispute regarding waiting time penalties shall be subject to the Grievance Procedures in this Agreement with not more than eight (8) hours pay at the straight time rate charged for any calendar day with a maximum of ten (10) days provided, however, that where the non-payment or delayed payment is willful, repeated, or intentional, the Board of Adjustment may award up to thirty (30) days' waiting penalties.

B. Each employee shall be given a statement with the Individual Employer's name and address, itemizing the employee's gross amount earned, hours worked, Social Security tax, withholding tax and all other deductions, also a statement of hours applicable to Health and Welfare, Pension/Annuity, Vacation Holiday Dues Supplement and Training-Retraining/Apprenticeship Plans.

C. Individual Employers may pay employees utilizing the electronic direct deposit of wages or a debit pay card as provided under California law. Payment by direct deposit or a debit pay card shall be at the employee's option and not as a condition of employment. Employees shall not incur any transaction fees or lost or stolen card fees for the utilization of a debit pay card.

Final compensation shall be paid by check.

Section 11 Subcontractors

The terms and conditions of this Agreement insofar as it affects Employer and the Individual Employer shall apply equally to any subcontractor of any tier under the control of, or working under oral or written contract with such Individual Employer on any work covered by this Agreement to be performed at the job site or job yard, and said subcontractor with respect to such work shall be considered the same as an Individual Employer covered hereby. Subject to the provisions of this Section and any other Section of this Agreement applicable to subcontractors, if an Individual Employer shall subcontract work herein defined, such subcontract shall state that such subcontractor agrees to be bound by and comply with the terms and provisions of this Agreement. A subcontractor is defined as any person, firm or corporation who agrees under contract with the Employer, or any Individual Employer, or a subcontractor of the Employer, or any Individual Employer to perform on the job site any part or portion of the construction work covered by the prime contract, including the operation of equipment, performance of labor and installation of materials. The Individual Employer has the primary obligation for performance of all conditions of this Agreement. This obligation cannot be relieved, evaded or diminished by subcontracting. Should the Individual Employer elect to subcontract, the Individual Employer shall continue to have such primary obligation. Said primary obligation shall be deemed conclusive evidence of the Union's majority status for the

purpose of establishing the obligation of the Individual Employer to bargain collectively pursuant to Section 8(a)(5) of the National Labor Relations Act as amended with the Union upon expiration of this Agreement, but for no other purpose, statute or law.

An Individual Employer who provides in the subcontract that the subcontractor will pay the wages and benefits and will observe the hours and all other terms and conditions of this Agreement shall not be liable for any delinquency by such subcontractor in the payment of any wages or fringe benefits provided herein, including payments required by Section 28 (Health and Welfare, Pension/Annuity, Vacation Holiday Dues Supplement and Training-Retraining/Apprenticeship Funds), except as follows:

The Individual Employer will give written notice to the Union of any subcontract involving the performance of work covered by this Agreement within five (5) days of entering such subcontract, and shall specify the name and address of the subcontractor. Written notice at a pre-job conference shall be deemed written notice under this provision for those subcontractors listed at the pre-job only. Notification to the Union of any subcontractor not listed in writing at the pre-job must still be given in accordance with this paragraph.

If thereafter such subcontractor shall become delinquent in the payment of any wages or benefits as above specified, the Union shall promptly give written notice thereof to the Individual Employer and to the subcontractor specifying the nature and amount of such delinquency.

If such notice is given, the Individual Employer shall pay and satisfy only the amount of any such delinquency by such subcontractor occurring within seventy-five (75) days prior to the receipt of said notice from the Union, and said Individual Employer may withhold the amount claimed to be delinquent out of the sums due and owing by the Individual Employer to such contractor.

In the event the Individual Employer fails to give written notice of a subcontract as required herein such Individual Employer shall be liable for all delinquencies of the subcontractor on that job or project without limitation.

The Individual Employer shall not be liable for any such delinquency if the Local Union where the delinquency occurs refers any employee to such subcontractor after giving such notice and during the continuance of such delinquency. The provisions of this Section 11 shall be applied only to the extent permitted by law and, notwithstanding any other provision of this Agreement, no aspect of the subcontractors' clause, including its enforcement, may be enforced by or subject to strike action.

Section 12 Conflicting Contracts

Any oral or written agreement between Employer or any Individual Employer and an individual employee, which conflicts or is inconsistent with this Agreement, or any supplemental agreements hereto, disestablishes or tends to disestablish relationship of Employer and employee, or establishes a relationship other than that of Employer and employee, shall forthwith terminate. No oral or written agreement which conflicts or is inconsistent with this Agreement,

or any supplemental agreements thereto, shall hereafter be entered into by and between Employer, or an Individual Employer, and any individual employee performing work covered by this Agreement. Any practice of the Employer or Individual Employer contrary to this Agreement shall forthwith terminate. Any such future practice shall not be binding on the Union or effect the interpretation of this Agreement unless specifically authorized by the Union in writing.

Section 13A Elimination of Restrictions on Production

No rules, customs or practices shall be permitted that limit production or increase the time required to do any work. There shall be no limitation or restriction of the use of machinery tools or other labor saving devices.

The Union and Employer recognize that drug and alcohol abuse by employees shall not be tolerated for safety reasons.

The Union agrees to cooperate with the Employer and the Individual Employer in establishing drug and alcohol abuse policies to the extent legally possible.

Management Rights Regarding Substance Abuse:

Notwithstanding any other provisions of this Agreement, the Individual Employer expressly reserves the right, in its discretion, to undertake the following measures:

(1) In the sole discretion of the Individual Employer, requiring covered employees to submit to physical examination by competent medical personnel to determine whether there is a probability that the employee is suffering from any physical impairment which might cause the employee to be a safety hazard to themselves or others, or which might cause the employee to be unable to perform assigned tasks within the coverage of this Agreement in a prompt and competent manner. Such tests may include, in the discretion of the Individual Employer, such tests of the employee's bodily fluids as the Individual Employer may reasonably believe will elicit evidence of the employee's use of substances which are reasonably likely to alter or impair the employee's ability to perform his/her duties in a prompt, competent and safe manner.

(2) Implementation of rules regarding the discipline and/or discharge of any employees that the Individual Employer determines, as a result of the tests described in subparagraph (1), are reasonably likely to become voluntarily impaired or disabled from the safe performance of their work tasks as a result of the ingestion of alcohol or performance-impairing drugs.

(3) An Individual Employer may initiate unannounced random testing; a selection process where affected employees are selected for testing and each employee has an equal chance of being selected for testing. If an Individual Employer initiates such testing, all employees shall be subjected to such testing. The Individual Employer may establish two random testing pools, one for DOT regulated employees and one for all others. An Individual Employer who initiates random testing shall specifically state in its notice to the Union and its notice to employees that

employees will be subject to random testing. The Individual Employer shall give thirty (30) days notice to the Union and employees prior to implementing a random drug testing program.

(4) Implementation of a voluntary employee assistance program, to provide counseling, therapy and monitoring of those employees who request employer assistance in controlling and overcoming problems related to the use of drugs and alcohol.

Disputes arising from the implementation of the provisions of this paragraph shall be subject to the grievance procedures set forth in Section 9 of this Agreement.

(5) A member who refuses to submit to a drug/alcohol test when dispatched or a member who has a positive/failed "pre-employment" test shall not be paid show-up time, provided that the member does not perform any work for the Individual Employer.

Section 13B Protective Clothing

The Individual Employer shall furnish the necessary goggles, hard hats or other protective clothing. Laborers working in rain, snow or sleet shall be furnished with waterproof clothing. Laborers working in gunite or handling concrete and/or cement shall be furnished rubber boots and gloves. Laborers working in mud or water shall be furnished boots. Such equipment shall be furnished by the Individual Employer free of charge and returned by the employee in the same condition as received subject to reasonable wear and tear. Such equipment shall be sanitized before reissue.

Section 13C Safety

(1) The Union shall cooperate with the Individual Employer and with each employee in carrying out all pertinent rules and regulations dealing with health, safety and welfare of employees promulgated by the Department of Industrial Relations of the State of California. All employees shall perform their duties in each operation in such manner as to promote safe and efficient operations of each particular duty and of any job as a whole.

(2) All State and/or Federal and/or Local Safety Laws, Standards, Rules and Regulations shall be applicable to all work covered by this Agreement. The Individual Employer is solely responsible for implementing and maintaining such Laws, Standards, Rules and Regulations. Neither the Union nor any Local Union is responsible for implementing or maintaining such Laws, Standards, Rules or Regulations.

(3) Adequate first aid equipment shall be maintained and provisions shall be made for the safety of employees covered by this Agreement on each job by each Individual Employer. Each Individual Employer shall arrange for adequate and prompt transportation to a hospital or doctor for any employee who is injured on the job and may require doctor's care or hospitalization or both. Each Individual Employer must post the name and address of its doctor and of the Worker's Compensation Insurance carrier on the job site.

(4) No employee shall be discharged for refusing to work under conditions injurious to his/her health or safety as determined under any rule or regulation of the United States or State of California or any political subdivision. Such determination shall be made by a responsible agent of the State of California or OSHA or any of its political subdivisions, or by a safety inspector from the applicable insurance carrier.

(5) When drilling holes in rock or other dust producing material with air or power controlled drilling equipment (excluding jack hammer), dust shall be controlled by water, chemical or other suitable means within the maximum acceptable concentration as set forth in the California or OSHA Construction Safety Orders.

(6) Should the Individual Employer desire a change in variance in the California or OSHA Construction or any applicable Safety Orders, they will notify the Union in writing not less than thirty (30) days prior to making a request for such change.

(7) Manhaul trucks regularly used for personnel transport but not designed for this purpose shall be provided with safe seating and side and end protection to prevent falls. Some convenient means of mounting and dismounting the truck shall be provided. Adequate protection shall be provided during inclement weather. A bell or other means of communication with the driver shall be installed.

(8) Employees who as a direct result of an on the job industrial injury are unable to complete a full day of work shall nevertheless be paid for the full day on which such injury occurred; provided, however, that said injury requires the attention of a licensed physician.

(9) The Local Union with area jurisdiction shall be notified within twenty-four (24) hours of any industrial injury which results in death or requires hospitalization.

Section 14A Additional Work or Classifications

This Agreement shall not prevent the Employer from negotiating or making agreements with the Union for any work or classification not covered by this Agreement.

Whenever any work covered by this Agreement is to be eliminated or modified by the introduction of any new machine, mechanized process, new or different material, or new or different method or technology with respect to the performance of such work, persons employed under this Agreement and subject thereto, will be given preference for employment and will be assigned such work where it is not in conflict with International jurisdictional agreements with respect to such new machine, mechanized process, new or different material, or new or different method or technology and the use of any such new machine, mechanized process, new or different material, or new or different method or technology shall be subject to and covered by this Agreement regardless of the nature, size or characteristics of such new machine, mechanized process, new or different material or new different method or technology.

It is not the intent of the parties to provide work where no job exists.

Section 14B Jurisdictional Disputes

There shall be no cessation or interference in any way with any work of the Employer or any Individual Employer by reason of jurisdictional disputes between the Union and any other Union with respect to jurisdiction over any of the work covered by this Agreement. Such disputes shall be settled by the Unions, themselves, or submitted to the International Presidents of the Union involved in the dispute for determination. Until such determination is made and confirmed by the disputing Unions, the work shall proceed as originally assigned by the Individual Employer. Craft jurisdiction is neither determined nor awarded by classifications or coverage descriptions appearing in this Agreement.

Section 15 Pre-Job Conference

There shall be a pre-job conference prior to the start of a job or project, at the option of either party, where the agreed or estimated price to be paid the Individual Employer and any of his/her or its subcontractors is one million dollars (\$1,000,000) or more where construction conditions or remoteness of the project warrant it. The Individual Employer shall notify, in writing, the appropriate Local Union of the Union of an award of work within ten (10) days thereof so that a pre-job conference can be arranged.

Section 16A Employer's Membership

This Agreement is made for, and on behalf of, and shall be binding upon all persons, firms or corporations that at the time of the execution of this Agreement have given or subsequently give bargaining authorization to the Employer as defined in Section 2A.

Once an Individual Employer is bound by the Agreement, they shall remain bound by the Agreement for the term thereof and shall remain bound by any modifications, extensions or renewals thereto unless that Individual Employer gives appropriate written notice to the Northern California District Council of Laborers prior to the termination of the Agreement.

Section 16B Agreement Binding Upon Parties

This Agreement shall be binding upon the heirs, executors, administrators, successors, purchasers and assigns of the parties hereto.

Section 17 Contracting Piece Work

No work shall be let or paid for by piece work, contract or lump sum direct with laborers for labor services.

Section 18 Wages

Wages for General Laborers and for special classifications are set forth in the Supplements attached hereto and made a part hereof as if set forth in full herein and shall be effective on July 1, 2018, and on succeeding anniversary dates as herein provided on all work, both old and new.

A. Zone Pay for employees performing work under the terms of this Agreement is set forth in Supplement No. 6 attached hereto and made a part hereof as if set forth in full herein.

B. On a job where a Craft with whom the Individual Employer has negotiated a short work week terminates early on Friday, the Individual Employer will keep the laborer employed the balance of the work day when the Individual Employer determines that work is available.

C. On public work projects where wage determinations exist, such pre determined wage and fringe rates referenced in the bid specifications shall remain in effect for the duration of said project, provided, however, that each segment let by the Owner shall be deemed the project; provided, further that this provision shall not apply to projects where the formal advertised sealed bid procedure is not used. Whenever non-signatory and/or non-union contractors appear on a public works plan holders list and where the prevailing wage determination is less than that which is provided for in the current Master Labor Agreement, the employer signatory to the 2018-2023 Laborers' Master Agreement may bid the project pursuant to the prevailing wage determination attached to and part of the bid specifications for that project. Payments to the Health and Welfare Trust Fund shall be maintained at the Laborers' Master Agreement rates. In no event shall wages be frozen for more than thirty-six (36) months on any one project. Employers should notify the appropriate Local Union whenever utilizing this provision.

Section 19 Wages Applicable to Classifications

Wage rates shall be recognized as applying to classifications rather than to persons and any worker performing work shall be paid at the rate which the classification of their work calls for, except when it is necessary to temporarily transfer workers from one classification to another, in which event such workers shall be paid on the basis of the highest rate and the duration of payment at the highest rate shall be reckoned by the day and the half day.

When workers are requested for one classification and this work is no longer available at the rate and type of work they were requested for, then the workers have the right to accept or reject the employment offered. If the worker so desires, worker shall be given a written notice of reduction in force, stating that the classification that the worker was originally hired for is no longer available; or the worker may have the choice of a lesser rate of pay.

Section 20A Overtime Rates, Hours and Working Conditions

1. Work Day

Eight (8) consecutive hours (exclusive of meal period), shall constitute a day's work for straight time rates unless the job or project is on a four-ten (4 x 10) hour day work week in which case the workday shall be ten (10) consecutive hours (exclusive of meal period) at straight time rates. (If all basic Crafts employed by the Individual Employer on the job site and/or contract, are employed on the basis of a four-ten (4 x 10) day hour work week, the Laborers' shall work on the same basis).

2. Work Week

On single shift work and on the first shift of a multiple shift operation, five (5) consecutive days of eight (8) consecutive hours (exclusive of meal period), Monday through Friday, shall constitute a week's work except as otherwise provided for in this Agreement. The regular starting time of such shift shall be between 6:00 a.m. and 9:00 a.m.

(a) Where in any locality, existing traffic conditions, job conditions or weather conditions render it desirable to start the day shift at an earlier hour, not earlier than 5:00 a.m., or a later starting time not later than 10:00 a.m., the Individual Employer is permitted to do so.

(b) Special Single Shift*:

When the Individual Employer produces evidence in writing to the appropriate Local Union or the Union of a bona fide job requirement which certifies that work can only be done outside the normal shift hours, and notifies the appropriate Local Union or the Union at least three (3) days prior to the start of such special shift, the Individual Employer may initiate such special shift of eight (8) consecutive hours, exclusive of meal period, Monday through Friday. Such shift shall be in accordance with the provisions of subsection 5(a) of this Section. Provided, however, if, by direction of the Contracting Authority, the bid specifications require it, or congestive traffic conditions on Fridays are such that work conditions would be unsafe for employees, or counter-productive to the performance of work, the special single shift may commence on Sunday with double time (2x) to be paid from the start of the shift to 8:00 p.m. and the applicable straight-time rate paid from 8:00 p.m. until completion of the eight (8) hour special single shift.

Special single shifts may be used in conjunction with any other shifts. The special single shift premium shall only apply to that work that is mandated to be performed outside of the normal shift hours.

*NOTE: Special Single Shift rates: Area "A"/ Area "B" \$3.00/hr. over classification.

(c) Four-ten (4 x 10) Hour Work Week:

An Individual Employer may establish a work week of four (4) consecutive days of ten (10) consecutive hours. Applicable overtime rate shall be paid for all work before a shift begins, after ten (10) hours, and on Saturdays, Sundays and holidays. In the event two (2) shifts are employed, ten (10) consecutive hours' work, (on the 2nd shift) exclusive of meal period, shall constitute a shift's work for which ten (10) hours shall be paid at the Second Shift Premium rate. Provided, further, all shifts are worked the same four (4) consecutive days during a four-ten (4 x 10) hour day work week, except as may be changed by mutual agreement. All hours in excess of forty (40) hours in any one (1) week shall be compensated at the applicable overtime rate.

(d) In the event that work cannot be performed Monday through Friday or Monday through Thursday four-ten (4 x 10) hour day work week) because of inclement weather, major mechanical breakdown or lack of materials beyond the control of the Individual Employer,

employees (at their option) may make up such day on Friday or Saturday, whichever the case may be, and shall be paid at the applicable straight time rate.

(e) Notwithstanding the above, it shall not be a violation of this Agreement to start individual employees at no more than one (1) hour prior to the regularly established starting time.

3. Shift Work:

On shift work, the day shift, eight (8) hours work for eight (8) hours' pay. When two (2) shifts are employed for five (5) or more consecutive days, on the second shift eight (8) consecutive hours' (exclusive of meal period), shall constitute a day of work, for which eight (8) times the straight time hourly rate shall be paid at the Second Shift Premium rate. When three (3) shifts are employed for five (5) or more consecutive days, seven and one-half (7 ½) consecutive hours (exclusive of meal period) shall constitute a day of work, for which eight (8) times the straight time hourly rate shall be paid for the second shift. The third shift shall be seven (7) hours for eight (8) hours pay. On two (2) shift operations, the first shift shall have a regular starting time not earlier than 5:00 a.m., and not later than 8:00 a.m. On three (3) shift operations, the first shift shall start at 8:00 a.m. Shifts shall run consecutively with not more than one (1) hour between shifts.

Two Shift Operations. The second shift differential is (\$3.00/hr – Area A and Area B) incorporated in Supplement No. 1 of this Agreement.

Three Shift Operations. There shall be no additional hourly shift differential pay for the second or third shifts.

The Friday graveyard shift, though coming off work Saturday morning, is to be considered working Friday. Work performed after 8:00 a.m. Saturday morning shall be deemed Saturday work.

The Saturday graveyard shift, though coming off work Sunday morning, is to be considered working Saturday. Work performed after 8:00 a.m. Sunday morning shall be deemed Sunday work. The Sunday graveyard shift, though coming off work Monday morning, is to be considered working Sunday, with the exception that a graveyard shift employee who has worked seven (7) or more hours prior to the scheduled starting time of the Monday day shift and continues to work after such starting time shall continue to receive the double time (2x) wage rate.

4. Weekends and Holidays:

One and one-half (1 ½) times the regular straight time hourly rate shall be paid for all work on Saturdays (except make up day) and before a shift begins and after it ends. Double the regular straight time hourly rate shall be paid for all work on Sundays and holidays. On two shift operations, Laborers working a complete second shift of shift work on Saturdays, Sundays and holidays shall be paid eight (8) hours of pay at the appropriate overtime rate for eight (8) hours of work. For work on Saturdays, Sundays and holidays on a three (3) shift operation Laborers

working a complete second shift shall be paid eight (8) hours of pay at the appropriate overtime rate for seven and one-half (7 ½) hours of work. Laborers working a complete third shift shall be paid eight (8) hours of pay at the appropriate rate for seven (7) hours of work.

5. Minimum Hours:

(a) From April 1 to November 14, the hours of employment shall be reckoned by the day and half day. From November 15 to March 31, the hours of employment shall be reckoned by the day, three-quarter day and half day. The fraction of a half or three quarter day to be paid for as a half or three-quarter day. Overtime hours, Monday through Friday, shall be reckoned by the hour and half hour. If after work is begun, work is suspended on account of weather conditions, not less than four (4) hours (or five [5] hours on a four-ten [4 x 10] shift) at the applicable rate shall be paid for work performed and any time thereafter shall be reckoned by the hour.

(b) Whenever a Laborer is called out to work on Saturdays, Sundays or holidays (except on make up days), he/she shall be paid at least four (4) hours, five (5) hours on four-ten (4 x 10) shift, at the applicable overtime rate. All time worked beyond the first four (4) consecutive hours, five (5) consecutive hours on a four-ten (4 x 10) hour shift, on Saturdays, Sundays and holidays shall be reckoned by the hour at the applicable overtime rate.

On shift work, the above shall apply to Laborers called out to work on the day shift and second shift of a two (2) shift operation only. If three (3) shifts are employed, the above shall apply except that three and one-half (3 ½) hours worked shall be paid as four (4) hours worked, seven (7) hours worked shall be paid as eight (8) hours worked, and hours worked in excess of three and one-half (3 ½) hours but less than seven (7) hours shall be paid on a pro rata basis, except as modified by a four-ten (4 x 10) hour day work week.

6. Tide Work:

When an employee or employees are called out to work tide work, the employee shall receive a guarantee of a full shift at straight time. The overtime rate for Saturday, Sunday and holidays or work in excess of eight (8) hours in any twenty-four (24) hour period shall be the same rate of overtime pay as set forth in this Agreement. The hours between 8:00 a.m. and 5:00 p.m. shall be worked at straight time. Work performed between 5:00 p.m. and 8:00 a.m. shall be considered overtime work.

7. Exceptions:

Watchpersons may be required to work any five (5) days out of the week on any shift and may also be required to do job office clean up work. The overtime rates provided in paragraph 4 of this Section 20A shall apply only to watchpersons, cleaning and washing windows, service landscape laborers for work in excess of eight (8) hours in any one (1) day, or forty (40) hours per week.

Employees cleaning and washing windows (after initial cleaning) and service landscape laborers (establishment warranty period), may be required to work any five (5) days out of the week on any shift.

8. Flagpersons:

Any employees such as a flagperson shall be furnished adequate relief for use of toilet facilities.

Section 20B Parking

In the event free parking facilities are not available within five (5) blocks of a job site, the Individual Employer will provide such parking facilities and the Individual Employer shall have the right to designate parking areas to be used. Where, because of congested parking conditions, it is necessary to use public parking facilities, the Individual Employer will reimburse the employees for the cost of such parking upon being presented with a receipt or voucher certifying to the cost thereof, submitted weekly. Such reimbursement is to be made on a weekly basis or at the conclusion of the project, whichever occurs earlier.

On remote jobs when the access to where the work is being performed (at a job or project or within a job or project) is unsuitable, and no parking facilities are provided within a five (5) minute walk from where the work is being performed, the Individual Employer shall transport the employees to and from the place where the work is being performed, and such transporting shall be one-half (½) on the Individual Employer's time and one-half (½) on the employee's time.

Section 21 Status of Foremen

When the Individual Employer determines that a foreman is required to supervise a crew of Laborers, he/she shall be or become a member of this Union in accordance with Section 3A of this Agreement.

Section 22 Steward

A. The Union may select an employee on the job as a Steward and he/she shall be a working employee. Written notification shall be given to the Individual Employer of such assignment. The Union agrees that the Steward's duties shall be performed as expeditiously as possible and the Individual Employer agrees to allow him/her a reasonable amount of time for the performance of his/her duties. The Individual Employer will give the Union forty-eight (48) hours advance written notice before terminating the Steward unless the job is completed or he/she is discharged for cause.

B. The Steward shall be limited to and shall not exceed the following duties and activities:

- (1) Check the dispatch of each employee dispatched under the terms of this Agreement.
- (2) Report to his/her Business Representative all violations of this Agreement.

(3) Report to his/her Business Representative any employee covered by this Agreement who, during his/her shift, leaves the job site without giving the Individual Employer and the Steward prior notice.

C. The Steward shall not:

(1) Stop the Individual Employer's work for any reason or tell any workers or any employee covered by this Agreement that he/she cannot work on the job.

Infraction of either of the two rules set forth above in C(1) shall be cause for immediate dismissal of the Steward without any prior notice.

Section 23 Recognized Holidays

The following days are recognized as holidays: Every Saturday and Sunday in the year, except as otherwise provided herein: New Year's Day, President's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day After Thanksgiving Day and Christmas Day.

If any of the above holidays fall on Sunday, the Monday following shall be considered a holiday.

Martin Luther King, Jr. Day will become a recognized holiday when and if the five basic crafts adopt it as a holiday.

Section 24 Gunite, Shot Crete, Panel Crete and Similar Type Work including All Placing, Finishing and Patching of Shot Crete or Gunite

The wages and certain other conditions not specifically enumerated elsewhere in this Agreement for the Gunite, Shot Crete, Panel Crete and similar type work including all placing, finishing and patching of shot crete or gunite are set forth in Supplement No. 2, attached hereto and made a part hereof, as if set out in full herein covering the territory in which the Agreement is to apply.

Section 25 Wrecking Work; Gardening, Horticultural and Landscaping Work

The wages and certain other conditions not specifically enumerated elsewhere in this Agreement for Wrecking Work are set forth in Supplement No. 3; for Gardening, Horticultural and Landscaping Work are set forth in Supplement No. 4. Each of the Supplements referred to herein is made a part hereof, as if set forth in full herein.

Section 26 Liability of the Parties

It is mutually understood and agreed that neither the Employer, any Individual Employer, the Union nor any Local Union shall be liable for damages caused by the acts or conduct of any individual or group of individuals who are acting or conducting themselves in violation of the terms of this Agreement without authority of the respective party, provided that such action or conduct has not been specifically authorized, participated in, fomented or condoned by the Employer, the Individual Employer, the Union or the Local Union, as the case may be.

In the event of any unauthorized violation of the terms of this Agreement, responsible and authorized representatives of the Union, Local Union, the Employer or the Individual Employer, as the case may be, shall promptly take such affirmative action as is within their power to correct and terminate such violation for the purpose of bringing such unauthorized persons into compliance with the terms of this Agreement. Such individuals acting or conducting themselves in violation of the terms of this Agreement shall be subject to discipline, up to and including discharge.

Section 27 Employees Not To Be Discharged For Recognizing Authorized Picket Lines

The parties to this Agreement recognize that it is vital to the unionized segment of the construction industry that the work opportunities of the employee and the Individual Employer signatory to this Agreement proceed without interruption because of disputes involving unions not signatory to an Agreement with the Employer.

No employee covered hereby may be discharged by any Individual Employer for refusing to cross a picket line established by a Local Union of the basic crafts.

Section 28A Health and Welfare Plan, Pension/Annuity Plan, Vacation Holiday Dues Supplement Plan, Training-Retraining/Apprenticeship Plan

In continuation of the Laborers' Health and Welfare Trust Fund for Northern California, the Laborers' Pension/Annuity Trust Fund for Northern California, the Laborers' Vacation Holiday Dues Supplement Trust Fund for Northern California and the Laborers' Training-Retraining/Apprenticeship Trust Fund for Northern California (provided for in Trust Agreements dated March 4, 1953, August 2, 1963, April 1, 1985, June 4, 1963, November 19, 1968 and December 31, 1975, respectively, as amended and modified, and the appropriate plans adopted hereunder), each Individual Employer shall pay hourly contributions for each hour paid for and/or worked, including overtime pay, shift pay, show-up time pay and similar payments in accordance with the schedule specified in this Section, as follows:

EFFECTIVE DATE	6/25/18	7/1/19	6/29/20	6/28/21	6/27/22
Health & Welfare	\$7.95	\$ **	\$ **	\$ **	\$ **
Retiree Health & Welfare	\$.30	\$ **	\$ **	\$ **	\$ **
Pension	\$8.96	\$ **	\$ **	\$ **	\$ **
Annuity	\$3.24	\$ **	\$ **	\$ **	\$ **
Vacation/Holiday/Dues Supplement	\$2.75	\$ **	\$ **	\$ **	\$ **
***Training-Retraining/ Apprenticeship/LECET	\$.45	\$ **	\$ **	\$ **	\$ **
Contract Administration	\$.08	\$ **	\$ **	\$ **	\$ **
Industry Stabilization Fund	\$.22	\$ **	\$ **	\$ **	\$ **

** To be allocated among wages and/or fringe benefits at the Union's discretion.

*** Effective 6/26/06 four cents (\$.04) per hour is earmarked for L.E.C.E.T.

Each Individual Employer shall be subject to and entitled to the benefits of all of the provisions of the Trust Agreements specified herein establishing said Funds and any amendment or modification thereto. In order to provide for benefits to employees without disruption during periods of contract negotiations and to assure an orderly means of collecting Trust Fund contributions during such periods, each signatory employer agrees that he/she shall be obligated to contribute to each and every Trust Fund referred to in this Agreement for any period following their termination date of this Agreement unless and until a lawful impasse occurs or until a successor Agreement is negotiated. Each signatory employer further agrees that any and all said Trust Funds may enforce this obligation by action to collect such delinquent contributions filed in any court of competent jurisdiction.

The Health & Welfare Plan shall be supplemented to provide that the Trustees shall apply amounts from the contributions specified in this Agreement to such Plan for the purpose of providing benefits to employees retired pursuant to the provisions of the Laborers Pension Trust Fund for Northern California.

The parties agree that the Trustees of the Vacation Holiday Dues Supplement Trust Fund may allocate up to twenty-five percent (25%) of the applicable contributions for Holiday pay.

The Union and the Employer agree that the Individual Employers covered by the Master Agreement may continue the coverage of their supervisory personnel above the rank of General foreman in the Laborers' Health & Welfare Trust Fund for Northern California, the Laborers' Pension/Annuity Trust Fund for Northern California, the Laborers' Vacation Holiday Dues Supplement Trust Fund for Northern California, the Laborers' Training-Retraining/Apprenticeship Trust Fund for Northern California by paying into all Trusts monthly on the basis of one hundred seventy (170) hours per month in accordance with the schedules set forth in the Master Agreement, regardless of the hours worked by any such employee in a month, provided, however, the Individual Employer having made one (1) payment on an employee shall continue to make such a payment so long as the employee is in his/her employ.

Any Individual Employer who is found to be delinquent as a result of an audit will pay and satisfy such delinquency with accrued interest and in addition pay liquidated damages. All delinquent contributions shall bear simple interest at the rate of one and one-half percent (1.5%) per month until receipt of payment. Subject to accounting verification, liquidated damages shall be assessed on delinquent contributions at a flat rate of one hundred and fifty dollars (\$150.00) per month to reflect the internal administrative costs incurred by the trust administrators in monitoring and tracking such late contributions. The cost of any audit shall be borne by the Individual Employer if the delinquency disclosed by the audit is in excess of one thousand dollars (\$1,000.00) and is not the result of a clerical error. When economic conditions warrant, the Trustees of the Trust Funds specified in this Agreement are authorized to amend the liquidated damages and interest provisions of this Agreement. Any adjustments implemented by the Trustees shall be reflective of true increases in the administrative and legal costs associated with the recovery of delinquent Trust Fund contributions.

Section 28B Delinquency Withdrawals

In the event that the Board of Trustees of a fund into which the Individual Employers are required to pay, determine that an Individual Employer is delinquent in the making of any payments required by Section 28A hereof, it shall not be a violation of this Agreement, so long as such delinquency continues, if the Union takes economic action against such Individual Employer and such economic action shall not be a strike or work stoppage within the terms of this Agreement. In the event that any employees of any Individual Employer should be withdrawn pursuant to any similar clause in any agreement between the Collective Bargaining Representative of the Employer and any other Union, then the Union may respect such withdrawal, and for the period thereof, may refuse to perform any work for such Individual Employer and such refusal for such period shall not be a violation of this Agreement. Any employees so withdrawn or refusing to perform any work as herein provided shall not lose their status as employees but no such employee shall be entitled to claim or receive any wages or other compensation for any period during which he has been so withdrawn or refused to perform any work.

Section 28C Security For Individual Employer Payments Into Trust Funds

Each Individual Employer delinquent by one (1) or more months in making the payments set forth in Section 28A, above shall be notified by mail by the Administrator of the Trust or Trusts applicable to such delinquency. Copies of such notices shall be sent to the Employer and to the Union. Each such delinquent Individual Employer shall, within five (5) days of the receipt of such notice (by certified mail), give a satisfactory bond in a sum equal to two (2) times the amount of the delinquency. Such amounts are to be determined by the Administrator of the Trust or Trusts applicable. Such bond is not in any way to be construed as in lieu of any payments required under this Agreement.

All such bonds shall be deposited with the Administrator and shall be in a form acceptable by the Administration of the various Trusts.

If the bond must be used to make any payments under Section 28A, the money shall be pro-rated among the amounts owed by such Individual Employer, with the first priority to the Vacation-Holiday-Dues Supplement Trust Fund, and the balance dispersed equally to the Health & Welfare, Pension/Annuity and Training-Retraining/Apprenticeship Trusts.

Whenever an Individual Employer fails to deposit a satisfactory bond within the time provided by this Section, if the notice herein provided for has been given, the Local Union shall not be required to dispatch employees, and further economic action by the Union to obtain compliance of this Section will not be a violation of Section 8 of this Agreement.

Any employees so withdrawn or refusing to perform any work as herein provided, shall not lose their status as employees, but no such employee shall be entitled to claim or receive any wages or other compensation for any period during which he/she has been so withdrawn or refused to perform any work.

Whenever any Employer covered by this Agreement is delinquent with respect to the payment of any contributions or other sum of money due to any Trust Fund specified in this Agreement, the Union may withdraw workers and place appropriate pickets at the premises of the Employer or places where said Employer is performing work.

Section 28D Supplemental Dues

Effective July 1, 2013, for all work performed, upon authorization as required by law, the amount of ninety-one cents (\$.91) per hour for each hour paid or worked, shall be transmitted from the Vacation-Holiday benefit of each laborer and shall be remitted directly to the Union.

The Union shall bear all responsibility and liability for ensuring that any and all sums received as supplemental dues are supported by proper written authorization from the employee. The Union shall indemnify, defend and hold the Individual Employer harmless to the maximum extent permitted by law from any and all claims, liability and damages arising from contentions and/or findings that supplemental dues have been collected in an unauthorized or otherwise improper manner.

Section 28E Wage and Fringe Benefit Increase

June 25, 2018 \$1.65* **
 July 1, 2019 \$1.90* **
 June 29, 2020 \$1.95* **
 June 28, 2021 \$1.95* **
 June 27, 2022 \$2.00* ** ***

* The parties agree that sufficient contributions will be made available from these increases to the Pension Fund to support any rehabilitation/funding improvement schedule adopted by the bargaining parties. Additional money required for such rehabilitation/funding improvement schedule shall be reallocated from the existing wages and/or fringe benefits.

** To be allocated among wages and/or fringe benefits at the Union's discretion.

*** If an early extended Agreement is negotiated prior to June 27, 2022, Individual Employers who do not extend said Agreement shall be subject to an additional twenty-five cents (\$.25) per hour increase, effective June 27, 2022 for a total increase of two dollars and twenty five cents (\$2.25). If an early extended Agreement is not negotiated prior to June 27, 2022, the total increase on June 27, 2022 shall be two dollars and twenty-five cents (\$2.25.)

In the event the Laborers Health and Welfare Trust Fund falls below a six (6) month reserve level and/or when the Pension Plan is fully funded (100%) or for any other benefit funding adjustment, any wage or benefit reallocation shall be subject to mutual agreement by the parties at least ninety (90) days prior to the effective increase date.

Section 29 Laborers' Apprenticeship Program

A. TERM OF APPRENTICESHIP: New applicants for union membership, who cannot demonstrate a minimum of 4,000 hours of experience as a Construction Craft Laborer shall enter the Laborers Apprenticeship Program (Apprenticeship Program). If an applicant is designated a journey-level Laborer by a referring Individual Employer who states in writing that the applicant's knowledge and experience warrants journey-level status, such Employees shall be considered provisional journey-level Laborers and may retain that status so long as they are employed by the designating Individual Employer. Any provisional journey-level Laborer who is laid-off or otherwise discharged prior to working 4,000 hours may not be placed on a journey-level out of work list until assessed by the Apprenticeship Program.

B. RATIO: Individual Employers shall participate in the Apprenticeship Program by accepting apprentices for employment upon referral by the Union. When four (4) journey-level Laborers are employed on a project for a particular Individual Employer, the next employee hired to perform Laborers' work must be an apprentice and this ratio will be continued for every four (4) additional Laborers being employed on the Project. On projects with fewer than four (4) journey-level Laborers an Individual Employer may employ one (1) apprentice per project with at least one (1) journey-level Laborer.

C. The Apprenticeship Standards approved by the Division of Apprenticeship Standards of the State of California are hereby incorporated by reference as part of this Agreement.

D. All apprentices shall be properly dispatched through the appropriate Local Union's hiring hall. The Individual Employer must secure a dispatch from the appropriate Local Union for any apprentices employed by the Individual Employer.

E. Entry into the Apprenticeship Program shall be controlled by the Laborers Joint Apprenticeship Training Committee (JATC), which shall employ appropriate screening procedures. An apprentice in good standing advances from one level to another only upon determination of satisfactory performance by the JATC, which shall have the authority to grant accelerated credit where warranted by the performance of an individual apprentice. The JATC may also grant credited hours to an apprentice who received work experience and/or training prior to entry into the Apprenticeship Program. The JATC will not unreasonably withhold entry and advancement in the Apprenticeship Program for provisional journey-level Laborers after their employment with a referring Individual Employer is terminated.

F. An apprentice should, whenever possible, be rotated by the Individual Employer through different types of work so as to become trained in a variety of operations and work skills. Where the Individual Employer is unable to provide an apprentice with experience in the full range of craft skills causing the apprentice to exceed the number of hours allotted to a given work process, the JATC may coordinate with the Local Union to reassign the apprentice to other employment in order to provide that experience. For so long as the Individual Employer is able to provide the necessary range of employment experience, the Individual Employer may choose to retain the apprentice from job to job but shall notify the Local Union and JATC of all

reassignments. An apprentice shall not work on the jobsite unless supervised by a journey-level Laborer.

G. The Individual Employer shall release the apprentice to enroll in Related and Supplemental Instruction (RSI) when the apprentice is notified of mandatory training. An apprentice shall not be penalized for taking time off from work to receive RSI as required by the Apprenticeship Program. The Laborers Apprenticeship Program shall endeavor to notify the Individual Employer of any upcoming RSI requirements the apprentice must satisfy. The Laborers Apprenticeship Program will assist the Individual Employer in meeting its apprentice ratio requirements.

H. An apprentice who fails to maintain his/her apprenticeship status shall not be eligible for employment as a journey-level Laborer unless he/she successfully completes the Apprenticeship Program after reinstatement by the JATC. Reinstatement is at the sole discretion of the JATC. If reinstatement is denied, an apprentice may reapply for entry into the Apprenticeship Program after waiting one (1) year from the date he/she was terminated from the Apprenticeship Program. The failure of any apprentice to maintain his/her apprenticeship status shall obligate the Individual Employer to discharge such person upon written notice from the Apprenticeship Program.

I. WAGE/BENEFIT SCHEDULE: Effective June 25, 2018 for all apprentices indentured on or after January 1, 2015, the Apprentice wage and fringe benefit rates shall be:

<u>Hours of Credit</u>	<u>Wage Rate</u>	<u>Fringe Benefits</u>
1 – 1000	65% of Journey Worker	Health & Welfare, Training, Vacation Holiday Dues Supplement (current Supplemental Dues amount only), Contract Administration and Industry Stabilization
1001 – 2000	70% of Journey Worker	Full Benefits
2001 – 3000	80% of Journey Worker	Full benefits
3001 – 4000	90% of Journey Worker	Full benefits

Journey Worker rates are based on the Group 3 Laborer rate.

The Individual Employer may pay a higher rate at its option. However, the apprentice must meet his or her commitments to the JATC regardless of compensation.

Section 30 General Saving Clause

It is not the intent of either party hereto to violate laws, rulings or regulations of any governmental authority or agency having jurisdiction of the subject matter or of this Agreement, and the parties hereto agree that in the event any provisions of this Agreement are finally held or determined to be illegal or void as being in contravention of any such laws, rulings or regulations; nevertheless, the remainder of the Agreement shall remain in full force and effect,

unless the parts so found to be void are wholly inseparable from the remaining portion of this Agreement. The clauses hereof relating to "Hiring," Section 3A hereof, and "No Cessation of Work," Section 8 hereof, are intended to be inseparable and mutually interdependent. Should either of such sections be held or determined to be illegal or void for any reason, then both of said clauses shall forthwith become of no further force or effect, and neither party shall by implication be bound thereby. The parties agree that if, and when, any provisions of this Agreement are finally held or determined to be illegal or void, they will then promptly enter into lawful negotiations concerning the substance thereof.

It is the intent of the parties to this Agreement that each and every, all and singular, of the provisions of this Agreement be fully in accordance with Federal and State Law. Its interpretation and the interpretation of each of the provisions of this Agreement are therefore intended to apply no broader than that permitted by law.

Section 31 Change of Name or Style

This Agreement is binding upon each Individual Employer regardless of whether he/she or it changes the name or style or address of his/her or their business. Each Individual Employer shall give notice in writing to said District Council of any intent to change the name, style or address of his/her or its business, or to perform business under more than one name or style or at more than one address, prior to the adoption of a new or different name, style or address, or the addition of new names or styles or addresses, as specified herein.

Nothing in this paragraph shall be construed as adding to the scope of work covered by this Agreement.

Section 32 Warranty

Each of the persons executing this Agreement on behalf of their respective Employers or Unions hereby warrants his/her authority to execute this Agreement and to bind the respective party on whose behalf he/she signs.

Section 33 Effective and Termination Date

This Agreement shall be effective as of the 1st day of July 2018, and remain in effect without reopening for any purpose until the 30th day of June 2023, and shall continue from year to year thereafter, unless either of the Collective Bargaining Representatives shall give written notice to the other of a desire to change the wages, hours and working conditions hereof not more than ninety (90) and not less than sixty (60) days prior to June 30 of any succeeding year.

The parties to this Agreement recognize the necessity of assuring the competitive position of the parties within the industry during the term of this Agreement. Consistent with that recognition, the parties will continually monitor the effectiveness of this Agreement relative to specific geographic or market area and will endeavor, by mutual agreement, to initiate such modifications to the Agreement during its term as may be necessary to assure the work opportunities of the employees and the competitive position of the Individual Employers.

It is agreed that in the event either party should exercise its rights under the paragraph first above set out, they will for a period of sixty (60) days prior to the 30th day of June, 2023, or June 30th of any succeeding year bargain with each other with respect to all wage rates, working conditions and hours of employment for the work herein covered.

Should an impasse be reached during the course of future negotiations to amend and/or extend the present Agreement, or during the course of negotiations over a new agreement, either party may submit the items in dispute to the Dispute Settlement Board established in the AGC Basic Trades Joint Labor Management Committee Impasse Settlement Plan for resolution. The findings of the Dispute Settlement Board shall be binding on the parties.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals by respective officers duly authorized to do so, this 22nd day of January, 2018.

FOR THE UNION:

NORTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS OF
THE LABORERS' INTERNATIONAL UNION OF NORTH AMERICA

By 

Oscar De La Torre, Business Manager

FOR THE EMPLOYER:

ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA, INC.

By 

Peter Tateishi, CEO

SUPPLEMENT NO. 1

LABORERS WAGE RATES

WAGE RATES: In each group, two (2) different wage rates will apply for each classification.

Wage Rate A - will apply to the following six (6) counties:

Alameda, Contra Costa, Marin, San Francisco, San Mateo and Santa Clara.

Wage Rate B - will apply to the following forty (40) counties:

Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Joaquin, Santa Cruz, Sierra, Shasta, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo and Yuba.

Labor Foremen - Effective June 26, 2017, Labor Foreman shall receive two dollars and twenty-five cents (\$2.25) per hour above any classification in this Agreement working under his/her direction. Effective July 1, 2019, Labor Foremen shall receive two dollars and fifty cents (\$2.50) per hour above any classification in this Agreement working under his/her direction. Effective June 28, 2021, Labor Foremen shall receive two dollars and seventy-five cents (\$2.75) per hour above any classification in this Agreement working under his/her direction. Effective June 27, 2022, Labor Foremen shall receive three dollars (\$3.00) per hour above any classification in this Agreement working under his/her direction.

General Foreman - Whether an employee shall be designated General Foreman, the person who shall be so designated and the specific assignment for such person shall be within the sole and exclusive judgment of the Individual Employer and such determination to appoint a general foreman, or not to do so, shall not be subject to the Grievance Procedure (Section 9) of this Agreement. General Foreman shall receive an hourly rate higher than the highest paid Labor Foreman on the crew or shift.

A \$3.00/hour premium (shift differential) shall be added to the base rate of Wage Rate A and Wage Rate B for the second shift of two (2) shift operations and for special single shifts as defined in Section 20A.

Premiums (shift differential) are not applicable to three (3) shift operations.

A \$3.00/hour premium (zone pay) shall be added to the base rate of Wage Rate B for worked performed outside the geographic area as defined in Supplement No. 6.

CONSTRUCTION SPECIALIST – WAGE RATE

EFFECTIVE DATE	6/25/18	7/1/19	6/29/20	6/28/21	6/27/22
RATE A	\$31.49	\$ **	\$ **	\$ **	\$ **
RATE B	\$30.49	\$ **	\$ **	\$ **	\$ **

CLASSIFICATIONS OF CONSTRUCTION SPECIALIST

Asphalt Ironers and Rakers
 Cast in place manhole form setters
 Certified Welder
 Chainsaw
 Davis Trencher - 300 or similar type (and all small trenchers)
 Diamond Drillers
 Directional Boring Machine/Hydraulic Drills
 High Scalers (including drilling of same)
 Laser Beam in connection with Laborers' work
 Masonry and Plasterer Tender
 Mechanical Pipe Layer - All types regardless of type or method of power
 Multiple Unit Drills
 Pressure pipelayers
 Remote Control Breaker
 State Licensed Blaster as designated
 New or additional classification subject to Section 14A of this Agreement

GROUP 1 – WAGE RATE

EFFECTIVE DATE	6/25/18	7/1/19	6/29/20	6/28/21	6/27/22
RATE A	\$30.79	\$ **	\$ **	\$ **	\$ **
RATE B	\$29.79	\$ **	\$ **	\$ **	\$ **

CLASSIFICATIONS OF GROUP 1

Asphalt Roller/Compactor (Walk Behind)
 Asphalt Spreader Boxes (all types)
 Asphalt Saw/Cutting, including self-propelled
 Barko, Wacker and Similar Type Tampers
 Bobcat/Skidsteer
 Buggymobile
 Caulkers, Banders, Pipewrappers, Plastic Pipe Layers
 Certified Asbestos & Mold Removal Worker
 Certified Hazardous Waste Worker (Including Lead Abatement)
 Compactors of all types

Concrete and Magnesite Mixer and ½ yard
Concrete Pan Work
Concrete Sanders, Concrete Saw Cutting, including self-propelled
Core Boring (Circular Saw Cutting)
Cribbers and/or Shoring
Cut Granite Curb Setter
Dri Pak it Machine
Dry Utilities – including electrical, cable, and telecommunication
conduit layer, joint utility trench Laborer including gas
Faller, Logloader and Bucker
Form Raisers, Slip Forms
Green Cutters
Headerboard Men, Hubsetters, Aligners by any method
High Pressure Blow Pipe (1 ½" or over, 100 lbs pressure/over)
Housemover
Hydro Seeder & Similar Type
Jackhammer Operators
Jacking of Pipe over 12 inches
Jackson and Similar Type Compactors
Kettlemen, Potmen and men applying asphalt, Lay Kold, Creosote,
Lime, caustic and similar type materials, (applying means applying dipping or
handling of such materials)
Lagging, Sheeting, Whaling, Bracing, Trenchjacking, Lagging hammer
Locator (in conjunction with directional boring machine used to locate head of drill)
Magnesite, Epoxy Resin, Fiber Glass and Mastic Workers (wet/dry)
No joint pipe and stripping of same, including repair of voids
Pavement Breakers and Spaders, including tool grinder
Perma Curbs
Pipelayers (including grade checking in connection with pipe-laying)
Pipe Wrappers, Pipe Fusers
Plastic and Rigid Pipe Layers
Precast manhole setters
Pressure Pipe Tester
Post Hole Diggers - Air, Gas and Electric Power Broom Sweepers
Power Tampers of all types, except as shown in Group 2
Ram Set Gun and Stud Gun
Riprap - Stonepaver and Rock slinger, including placing of sacked concrete and/or
sand (wet or dry) and Gabions and similar type
Rock Slicer, Rock Splitter
Rotary Scarifier or Multiple Head Concrete Chipping Scarifier
Roto and Ditch Witch
Rototiller
Sand Blasters, all types, Potmen, Gunmen and Nozzlemen
Signaling and Rigging
Tank Cleaners
Tree Climbers

Trenchless Technology Laborer – Pipe installation, bursting, relining or similar
 Trenchless Laborer's work, including camera controller, cctv, and truck or trailer mounted vacuum excavators
 Turbo Blaster
 Vibra Screed – Bull float in connection with Laborers' work
 Vibrators
 Water Meter Installer

GROUP 1(a) – WAGE RATE

EFFECTIVE DATE	6/25/18	7/1/19	6/29/20	6/28/21	6/27/22
RATE A	\$31.01	\$ **	\$ **	\$ **	\$ **
RATE B	\$30.01	\$ **	\$ **	\$ **	\$ **

CLASSIFICATIONS OF GROUP 1(a)

Joy Drill Model TWM 2A
 Gardener Denver Model DH 143 and similar type drills.
 (In accordance with Memorandum of Understanding between Laborers and Operating Engineers dated at Miami, Florida, February 3, 1954.)
 Track Drillers
 Jack Leg Drillers
 Wagon Drillers
 Mechanical Drillers - All types regardless of type or method of power
 Blasters and Powderman
 All work of loading, placing and blasting of all powder and explosives of whatever type, regardless
 of method used for such loading and placing
 Tree Topper
 Bit Grinder

GROUP 1(b) – WAGE RATE

Sewer Cleaners shall receive four dollars (\$4.00) per day above Group 1 wage rates. "Sewer Cleaner" means any workman who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive five dollars (\$5.00) per day above Group 1 wage rates.

GROUP 1(c) – WAGE RATE

EFFECTIVE DATE	6/25/18	7/1/19	6/29/20	6/28/21	6/27/22
RATE A	\$30.84	\$ **	\$ **	\$ **	\$ **
RATE B	\$29.84	\$ **	\$ **	\$ **	\$ **

CLASSIFICATIONS OF GROUP 1(c)

Burning and welding in connection with Laborers' work Synthetic thermoplastics and similar type welding.

GROUP 1(d) – WAGE RATE

Maintenance and Repair Trackmen and Road Beds and all employees performing work covered by this Agreement shall receive twenty-five cents (\$.25) per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1(e) – WAGE RATE

EFFECTIVE DATE	6/25/18	7/1/19	6/29/20	6/28/21	6/27/22
RATE A	\$31.34	\$ **	\$ **	\$ **	\$ **
RATE B	\$30.34	\$ **	\$ **	\$ **	\$ **

CLASSIFICATIONS OF GROUP 1(e)

Work on and/or in Bell Hole Footings and Shafts thereof, and work on and in Deep Footings (Deep Footing is a hole fifteen (15) feet or more in depth). In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds fifteen (15) feet, the contractor agrees to pay the deep footing wage rate to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

All work in the construction of tunnels and shafts shall be performed in accordance with the provisions of the Laborers' Tunnel Master Agreement for Northern California and the Individual Employer agrees to comply with all of the provisions of said Tunnel Agreement in such work.

Shaft is an excavation over fifteen (15) feet deep of any type, generally vertical in nature, but may decline from the vertical, and whose depth is greater than its largest horizontal dimension. It is specifically understood that Bell Hole Footings and Deep Footings are subject to the provisions of this Agreement, and all Shafts, Stopes, Raises and Tunnels are subject to the provisions of the Tunnel Master Agreement specified herein.

GROUP 1(g) – WAGE RATES FOR CONTRA COSTA COUNTY

EFFECTIVE DATE	6/25/18	7/1/19	6/29/20	6/28/21	6/27/22
RATE	\$30.99	\$ **	\$ **	\$ **	\$ **

CLASSIFICATIONS OF GROUP 1(g)

Pipelayers (including grade checking in connection with pipelaying)
 Caulkers
 Banders
 Pipewrappers
 Conduit Layers
 Plastic Pipe Layer
 Pressure Pipe Tester
 No joint pipe and stripping of same, including repair of voids
 Precast Manhole Setters, cast in place manhole form setters

GROUP 1(h) – WAGE RATES

Laborers working off or with or from Bos'n Chairs, Swinging Scaffolds, or Belts shall receive fifty cents (\$.50) per hour above the applicable wage rate. This premium rate shall be reckoned by the day and half day. This shall not apply to Laborers entitled to receive the wage rate set forth in Group 1(a).

GROUP 2 – WAGE RATE

EFFECTIVE DATE	6/25/18	7/1/19	6/29/20	6/28/21	6/27/22
RATE A	\$30.64	\$ **	\$ **	\$ **	\$ **
RATE B	\$29.64	\$ **	\$ **	\$ **	\$ **

CLASSIFICATIONS OF GROUP 2

Asphalt Shovelers
 Cement Dumpers and handling dry cement or gypsum
 Choke Setter and Rigger (clearing work)
 Concrete Bucket Dumper and Chuteman
 Concrete Chipping and Grinding
 Concrete Laborers (wet or dry)
 Drillers Helper, Chuck Tender, Nipper (One (1) Chuck Tender on single machine operation with minimum of one (1) Chuck Tender for each two (2) machines on multiple machine operations. (Jackhammers are in no way involved in this item.)
 Guinea Chaser (Stakeman), Grout Crew
 High Pressure Nozzlemen, Adductors
 Hydraulic Monitor (over 100 lbs. pressure)
 Loading and unloading, carrying and handling of all rods and materials for use in reinforcing concrete construction
 Pittsburgh Chipper, and similar type brush shredders
 Sloper

Single foot, hand held, pneumatic tamper
 All Pneumatic, Air, Gas and Electric Tools not listed in Groups 1 through 1(f)
 Jacking of Pipe under 12 inches

GROUP 3 – WAGE RATE

EFFECTIVE DATE	6/25/18	7/1/19	6/29/20	6/28/21	6/27/22
RATE A	\$30.54	\$ **	\$ **	\$ **	\$ **
RATE B	\$29.54	\$ **	\$ **	\$ **	\$ **

CLASSIFICATIONS OF GROUP 3

Construction Laborers, including Bridge Laborers, General Laborers and Cleanup Laborers
 Demolition Worker
 Dumpman, Load Spotter
 Erosion Control Worker
 Fence Erectors, including temporary fencing
 Flagperson/Pedestrian Monitor
 Fire Watcher
 Free Standing Furniture/Appliance Laborer
 Forklift
 Guardrail Erectors
 Gardeners, Horticultural and Landscape Laborers (See Supplement No. 4)
 Jetting
 Limbers, Brush Loaders and Pilers
 Pavement Markings (Button Setters/Stripers)
 Pavers, Interlocking Pavers (all types) and Interlocking Paver Machines
 Maintenance, Repair Trackmen and Road Beds
 Escort Driver (Construction Zone Traffic Control Pilot Car)
 Skip Loader (up to and including ½ Cubic Yard)
 Temporary Air and Water Lines, Victaulic or similar
 Temporary Lighting (job site work lighting only)
 Tool Room Attendant (job site only)
 Tree Removal
 Remediation/Land Restoration Laborer – Wetlands restoration, mitigation or re-vegetation of lands, (ornamental landscape is not included in this classification)
 Solarvoltaic (Photovoltaic Assembler and Installer) Systems
 Street Car and Railroad Construction Track Laborers (Rail Trackmen), including welding of rails
 Wheelbarrow, including power driven

GROUP 3(a) – WAGE RATE

EFFECTIVE DATE	6/25/18	7/1/19	6/29/20	6/28/21	6/27/22
RATE A	\$30.54	\$ **	\$ **	\$ **	\$ **

RATE B	\$29.54	\$ **	\$ **	\$ **	\$ **
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CLASSIFICATION OF GROUP 3(a)

Composite Crew Person - Shall apply only to the operation of vehicles, when operated in conjunction with Laborers' duties.

GROUP 4 – WAGE RATE

EFFECTIVE DATE	6/25/18	7/1/19	6/29/20	6/28/21	6/27/22
RATE A	\$24.23	\$ **	\$ **	\$ **	\$ **
RATE B	\$23.23	\$ **	\$ **	\$ **	\$ **

CLASSIFICATION OF GROUP 4

All final cleanup work of debris, grounds and building near the completion of the project including but not limited to street cleaners. It is agreed that the Group 4 Classification is not applicable to engineering or heavy highway projects.

Cleaning & Washing Windows (subject to provisions of Section 20A)

Brick Cleaners (job site only)

Graffiti Abater (job site only)

Watchman (Subject to provisions of Section 20A)

Material Cleaners (job site only)

The classification "Material Cleaner" is to be utilized under the following conditions:

- A. At demolition sites for the salvage of the material.
- B. At the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
- C. The cleaning of salvage material at the Employer's job site or temporary job site yard.

The classification of "Material Cleaner" is not to be used to perform "form stripping cleaning and oiling and moving to the next point of erection."

** To be allocated among wages and/or fringe benefits at the Union's discretion.

SUPPLEMENT NO. 2

GUNITE, SHOTCRETE, PANELCRETE AND SIMILAR TYPE WORK INCLUDING ALL
PLACING, FINISHING AND PATCHING OF SHOTCRETE OR GUNITE

Hours and working conditions and wages shall be the same as in this Master Agreement except those expressly herein provided.

CLASSIFICATIONS/RATES PER HOUR:

EFFECTIVE DATE	6/25/18	7/1/19	6/29/20	6/28/21	6/27/22
Structural Nozzleman					
RATE A	\$31.75	\$ **	\$ **	\$ **	\$ **
RATE B	\$30.75	\$ **	\$ **	\$ **	\$ **
Nozzleman, Gunman and Potman					
RATE A	\$31.25	\$ **	\$ **	\$ **	\$ **
RATE B	\$30.25	\$ **	\$ **	\$ **	\$ **
Rodman					
RATE A	\$31.25	\$ **	\$ **	\$ **	\$ **
RATE B	\$30.25	\$ **	\$ **	\$ **	\$ **
Groundman					
RATE A	\$31.25	\$ **	\$ **	\$ **	\$ **
RATE B	\$30.25	\$ **	\$ **	\$ **	\$ **
Wire winding machine					
Aligner-					
RATE A	\$31.37	\$ **	\$ **	\$ **	\$ **
RATE B	\$30.37	\$ **	\$ **	\$ **	\$ **
Helper-					
RATE A	\$30.39	\$ **	\$ **	\$ **	\$ **
RATE B	\$29.39	\$ **	\$ **	\$ **	\$ **
Reboundman					
RATE A	\$30.66	\$ **	\$ **	\$ **	\$ **
RATE B	\$29.66	\$ **	\$ **	\$ **	\$ **
General Laborers					
RATE A	\$30.54	\$ **	\$ **	\$ **	\$ **
RATE B	\$29.54	\$ **	\$ **	\$ **	\$ **

Gunitite Trainee**

RATE A	\$24.23	\$ **	\$ **	\$ **	\$ **
RATE B	\$23.23	\$ **	\$ **	\$ **	\$ **

**One trainee shall be allowed for each three (3) Journeymen on a crew. In the absence of the Journeyman, the trainee shall receive the Journeyman scale.

Gunitite Foreman

RATE A	\$32.25	\$ **	\$ **	\$ **	\$ **
RATE B	\$31.25	\$ **	\$ **	\$ **	\$ **

** To be allocated among wages and/or fringe benefits at the Union's discretion.

Travel from Jurisdiction of One Area to Another Area:

The Employer shall have the right to bring six (6) workers from one area into another area within the area covered by this Agreement. Such Employer shall notify the Local Union one day in advance of starting the job. Other workers will be obtained when available from the area where the work is to be performed.

Travel, Driving and Out of Town Expense Allowance:

On projects sixty (60) miles or more by the shortest and most direct regularly traveled route from the main office or permanently established area office of the individual employer, such employer shall provide each employee transportation either physically or by paying the cost of such transportation. If the employer chooses to pay the cost of such transportation the cost shall be determined at the rate of fifty (\$.50) cents per mile for each mile in excess of sixty (60) miles. Additionally the employee will be compensated at rate of one-half ($\frac{1}{2}$) of his/her straight time wage rate both to and from the job less seventy-five (75) minutes each way.

Any employee operating or responsible for the control of a company vehicle being used to transport personnel, equipment and/or supplies from the employer's regularly established shop or yard to a jobsite shall be compensated at a rate of twenty dollars (\$20.00) per hour. Any employee who is a passenger in and not directly responsible for the control of a company vehicle is deemed to be in the vehicle voluntarily and is not subject to compensation other than discussed above. Employees assigned company vehicles will not be compensated for travel to and from the project to their homes unless it is in excess of sixty (60) miles from the regularly established shop or yard.

Travel & Driving time is not subject to Section 28 (Fringe Benefits).

Employees required to stay out of town will be compensated at the rate of seventy dollars (\$70.00) per day for each night the employee is at the project location. If an employee arrives on a project on Monday and returns to his/her home on Friday he/she would be compensated for four (4) night's subsistence. At the employer's option on continuing projects the employee may be paid subsistence through the weekend or pay the travel to and from the project for every

weekend that the employee return to such project. If the employer pays for the lodging the employee will be compensated at the rate of thirty dollars (\$30.00) per day for food and other out of town expenses.

SUPPLEMENT NO. 3

WRECKING WORK

Hours and working conditions and wages shall be the same as in this Master Agreement, except those expressly herein provided.

CLASSIFICATIONS/RATES PER HOUR:

EFFECTIVE DATE	6/25/18	7/1/19	6/29/20	6/28/21	6/27/22
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Skilled Wrecker

Group No. 1

(Removing and salvaging of sash, windows, doors,
plumbing and electric fixtures.)

RATE A	\$30.79	\$ **	\$ **	\$ **	\$ **
RATE B	\$29.79	\$ **	\$ **	\$ **	\$ **

Semi Skilled Wrecker

Group No. 2

(Salvaging of other building materials)

RATE A	\$30.64	\$ **	\$ **	\$ **	\$ **
RATE B	\$29.64	\$ **	\$ **	\$ **	\$ **

** To be allocated among wages and/or fringe benefits at the Union's discretion.

SUPPLEMENT NO. 4

GARDENERS, HORTICULTURAL & LANDSCAPE WORKERS

Hours and working conditions and wages shall be the same as in this Master Agreement, except those expressly herein provided.

CLASSIFICATIONS/RATES PER HOUR:

EFFECTIVE DATE	6/25/18	7/1/19	6/29/20	6/28/21	6/27/22
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Gardeners, Horticultural and Landscape Laborers
(New Construction)

RATE A	\$30.54	\$ **	\$ **	\$ **	\$ **
RATE B	\$29.54	\$ **	\$ **	\$ **	\$ **

Service Landscape Laborers
(Establishment Warranty Period)

RATE A	\$24.23	\$ **	\$ **	\$ **	\$ **
RATE B	\$23.23	\$ **	\$ **	\$ **	\$ **

The overtime rates provided in paragraph 5 of Section 20A shall apply only to service landscape laborers (establishment warranty period) for work in excess of forty (40) hours in any one (1) week, or in excess of eight (8) hours in any one (1) day.

Service landscape laborers (establishment warranty period), may be required to work any five (5) days out of the week on any shift.

ENTRY LEVEL LANDSCAPE LABORER

A new classification, Entry Level Landscape Laborer, is based on an eighteen (18) month training program, as follows:

EFFECTIVE DATE		6/25/18	7/1/19	6/29/20	6/28/21	6/27/22
RATE A:	1st 6 mos. @ 70%	\$21.38	\$ **	\$ **	\$ **	\$ **
	2nd 6 mos. @ 80%	\$24.43	\$ **	\$ **	\$ **	\$ **
	3rd 6 mos. @ 90%	\$27.49	\$ **	\$ **	\$ **	\$ **
RATE B:	1st 6 mos. @ 70%	\$20.68	\$ **	\$ **	\$ **	\$ **
	2nd 6 mos. @ 80%	\$23.63	\$ **	\$ **	\$ **	\$ **
	3rd 6 mos. @ 90%	\$26.59	\$ **	\$ **	\$ **	\$ **

** To be allocated among wages and/or fringe benefits at the Union's discretion.

(The above rates are wages only. Fringe Benefits are the same as in Section 28A of the Laborers' Master Agreement.)

Prior to employment, the Employer must submit in writing any request for employees from the Local Union; and, all employees must be referred by the Local Union in the area of work.

The ratio of Trainees shall be: One (1) in three (3), with the understanding that each Individual Contractor utilizing the Trainee Classification must employ at least one (1) Second Period Trainee in the Second Period of the Agreement and at least one (1) Third Period Trainee in the Third Period of the Agreement before being eligible to employ another First Period Trainee.

SUPPLEMENT NO. 5

WAGE RATES FOR REFINERY WORK

Hiring, hours and working conditions, fringe benefits, and wages shall be the same as in the Master Labor Agreement, except those expressly herein provided.

EFFECTIVE DATE	6/25/18	7/1/19	6/29/20	6/28/21	6/27/22
RATE A	\$30.54				
RATE B	\$29.54				

CLASSIFICATIONS:

Bottle Watcher
 Demolition Worker
 Drinking Water Attendant
 Erosion Control / Silt Fence Worker
 Fire Blanket
 Fire Watcher
 Flagperson
 General Tool Room Attendant
 Hole Watcher
 Safety Attendant (Craft)
 Weather Protection Attendant

All Laborers' work in refineries including but not limited to General Laborers' work, firewatch, hole watch, bottle watch, safety attendant, fire blanket, weather protection, distribution of all drinking water, storm drains, sanitary sewer pipes, all demolition, emergency spill cleanup, flagging and traffic control, erosion control and silt fence, pipe laying, concrete work, cleanup and janitorial cleanup, manholes, and catch fence.

Overtime / Section 20A(4) (Weekends & Holidays) of the Master Labor Agreement shall be modified as follows:

One and one-half (1 ½) times the regular straight time hourly rate shall be paid for all work on Saturdays (except make up day) and before a shift begins and after it ends. Double the regular straight time hourly rate shall be paid for all work on Sundays and holidays or work in excess of twelve (12) hours in any given work day under this Supplement No. 5 on refinery work.

Recognized Jurisdiction - In addition to Section 1A(3) of the Master Labor Agreement, the classifications contained in this Supplement No. 5 will not apply to all Certified managers, supervisors, mechanical coordinators, safety auditors, other high-level safety professionals (i.e. those that provide safety consulting, program development, supervision or management of safety programs or personnel, operate safety equipment and data tracking systems, risk management related services, etc.) and office clerical employees.

SUPPLEMENT NO. 6

ZONE PAY

Zone Pay at three dollars (\$3.00) per hour will be added to the base hourly wage rate for work performed outside the Free Zone described by the following boundaries along Township and Range lines.

For purposes of calculating overtime, the Zone Pay hourly rate shall be either one and one-half (1 ½) times the straight time hourly Zone Pay rate or double (2x) times the straight time hourly Zone Pay rate in accordance with Section 20A (Overtime Rates, Hours and Working Conditions) in the Agreement.

MAP DESCRIPTION FOR AREA FREE ZONE.

The following is a description based upon township and Area free zones for all of Northern California within the following lines:

1. Commencing in the Pacific Ocean on the extension of the Southerly line of Township 19S, of the Mount Diablo Base and Meridian,
2. Thence Easterly along the Southerly line of Township 19S, to the Northwest corner of Township 20S, Range 6E,
3. Thence Southerly to the Southwest corner of Township 20S, Range 6E,
4. Thence Easterly to the Northwest corner of Township 21S, Range 7E,
5. Thence Southerly to the Southwest corner of Township 21S, Range 7E,
6. Thence Easterly to the Northwest corner of Township 22S, Range 9E,
7. Thence Southerly to the Southwest corner of Township 22S, Range 9E,
8. Thence Easterly to the Northwest corner of Township 23S, Range 10E,
9. Thence Southerly to the Southwest corner of Township 24S, Range 10E,
10. Thence Easterly to the Southwest corner of Township 24S, Range 31E,
11. Thence Northerly to the Northeast corner of Township 20S, Range 31E,
12. Thence Westerly to the Southeast corner of Township 19S, Range 29E,
13. Thence Northerly to the Northeast corner of Township 17S, Range 29E,
14. Thence Westerly to the Southeast corner of Township 16S, Range 28E,
15. Thence Northerly to the Northeast corner of Township 13S, Range 28E,
16. Thence Westerly to the Southeast corner of Township 12S, Range 27E,
17. Thence Northerly to the Northeast corner of Township 12S, Range 27E,
18. Thence Westerly to the Southeast corner of Township 11S, Range 26E,
19. Thence Northerly to the Northeast corner of Township 11S, Range 26E,
20. Thence Westerly to the Southeast corner of Township 10S, Range 25E,
21. Thence Northerly to the Northeast corner of Township 9S, Range 25E,
22. Thence Westerly to the Southeast corner of Township 8S, Range 24E,
23. Thence Northerly to the Northeast corner of Township 8S, Range 24E,
24. Thence Westerly to the Southeast corner of Township 7S, Range 23E,
25. Thence Northerly to the Northeast corner of Township 6S, Range 23E,
26. Thence Westerly to the Southeast corner of Township 5S, Range 20E,

27. Thence Northerly to the Northeast corner of Township 5S, Range 20E,
28. Thence Westerly to the Southeast corner of Township 4S, Range 19E,
29. Thence Northerly to the Northeast corner of Township 1S, Range 19E,
30. Thence Westerly to the Southeast corner of Township 1N, Range 18E,
31. Thence Northerly to the Northeast corner of Township 3N, Range 18E,
32. Thence Westerly to the Southeast corner of Township 4N, Range 17E,
33. Thence Northerly to the Northeast corner of Township 4N, Range 17E,
34. Thence Westerly to the Southeast corner of Township 5N, Range 15E,
35. Thence Northerly to the Northeast corner of Township 5N, Range 15E,
36. Thence Westerly to the Southeast corner of Township 6N, Range 14E,
37. Thence Northerly to the Northeast corner of Township 10N, Range 14E,
38. Thence Easterly along the Southern line of Township 11N, to the California/Nevada State Border,
39. Thence Northerly along the California/Nevada State Border to the Northerly line of Township 17N,
40. Thence Westerly to the Southeast corner of Township 18N, Range 10E,
41. Thence Northerly to the Northeast corner of Township 20N, Range 10E,
42. Thence Westerly to the Southeast corner of Township 21N, Range 9E,
43. Thence Northerly to the Northeast corner of Township 21N, Range 9E,
44. Thence Westerly to the Southeast corner of Township 22N, Range 8E,
45. Thence Northerly to the Northeast corner of Township 22N, Range 8E,
46. Thence Westerly to the Northwest corner of Township 22N, Range 8E,
47. Thence Northerly to the Southwest corner of Township 27N, Range 8E,
48. Thence Easterly to the Southeast corner of Township 27N, Range 8E,
49. Thence Northerly to the Northeast corner of Township 28N, Range 8E,
50. Thence Westerly to the Southeast corner of Township 29N, Range 6E,
51. Thence Northerly to the Northeast corner of Township 32N, Range 6E,
52. Thence Westerly to the Northwest corner of Township 32N, Range 6E,
53. Thence Northerly to the Northeast corner of Township 35N, Range 5E,
54. Thence Westerly to the Southeast corner of Township 36N, Range 3E,
55. Thence Northerly to the Northeast corner of Township 36N, Range 3E,
56. Thence Westerly to the Southeast corner of Township 37N, Range 1W,
57. Thence Northerly to the Northeast corner of Township 38N, Range 1W,
58. Thence Westerly to the Southeast corner of Township 39N, Range 2W,
59. Thence Northerly to the Northeast corner of Township 40N, Range 2W,
60. Thence Westerly to the Southeast corner of Township 41N, Range 4W,
61. Thence Northerly to the Northeast corner of Township 42N, Range 4W,
62. Thence Westerly to the Southeast corner of Township 43N, Range 5W,
63. Thence Northerly to the California/Oregon State Border,
64. Thence Westerly along the California/Oregon State Border to the Westerly Boundary of Township Range 8W,
65. Thence Southerly to the Southwest corner of Township 43N, Range 8W,
66. Thence Easterly to the Southeast corner of Township 43N, Range 8W,
67. Thence Southerly to the Southwest corner of Township 42N, Range 7W,
68. Thence Easterly to the Southeast corner of Township 42N, Range 7W,
69. Thence Southerly to the Southwest corner of Township 41N, Range 6W,

70. Thence Easterly to the Northwest corner of Township 40N, Range 5W,
71. Thence Southerly to the Southwest corner of Township 38N, Range 5W,
72. Thence Westerly to the Northwest corner of Township 37N, Range 6W,
73. Thence Southerly to the Southwest corner of Township 35N, Range 6W,
74. Thence Westerly to the Northwest corner of Township 34N, Range 10W,
75. Thence Southerly to the Southwest corner of Township 31N, Range 10W,
76. Thence Easterly to the Northwest corner of Township 30N, Range 9W,
77. Thence Southerly to the Southwest corner of Township 30N, Range 9W,
78. Thence Easterly to the Northwest corner of Township 29N, Range 8W,
79. Thence Southerly to the Southwest corner of Township 23N, Range 8W,
80. Thence Easterly to the Northwest corner of Township 22N, Range 6W,
81. Thence Southerly to the Southwest corner of Township 16N, Range 6W,
82. Thence Westerly to the Southeast corner of Township 16N, Range 9W,
83. Thence Northerly to the Northeast corner of Township 16N, Range 9W,
84. Thence Westerly to the Southeast corner of Township 17N, Range 12W,
85. Thence Northerly to the Northeast corner of Township 18N, Range 12W,
86. Thence Westerly to the Northwest corner of Township 18N, Range 15W,
87. Thence Southerly to the Southwest corner of Township 14N, Range 15W,
88. Thence Easterly to the Northwest corner of Township 13N, Range 14W,
89. Thence Southerly to the Southwest corner of Township 13N, Range 14W,
90. Thence Easterly to the Northwest corner of Township 12N, Range 13W,
91. Thence Southerly to the Southwest corner of Township 12N, Range 13W,
92. Thence Easterly to the Northwest corner to Township 11N, Range 12W,
93. Thence Southerly into the Pacific Ocean, and,
94. Commencing in the Pacific Ocean on the extension of the Humboldt Base Line,
95. Thence Easterly to the Northwest corner of Township 1S, Range 2E,
96. Thence Southerly to the Southwest corner of Township 2S, Range 2E,
97. Thence Easterly to the Northwest corner of Township 3S, Range 3E,
98. Thence Southerly to the Southwest corner of Township 5S, Range 3E,
99. Thence Easterly to the Southeast corner of Township 5S, Range 4E,
100. Thence Northerly to the Northeast corner of Township 4S, Range 4E,
101. Thence Westerly to the Southeast corner of Township 3S, Range 3E,
102. Thence Northerly to the Northeast corner of Township 5N, Range 3E,
103. Thence Easterly to the Southeast corner of Township 6N, Range 5E,
104. Thence Northerly to the Northeast corner of Township 7N, Range 5E,
105. Thence Westerly to the Southeast corner to Township 8N, Range 3E,
106. Thence Northerly to the Northeast corner of Township 9N, Range 3E,
107. Thence Westerly to the Southeast corner of Township 10N, Range 1E,
108. Thence Northerly to the Northeast corner of Township 13N, Range 1E,
109. Thence Westerly into the Pacific Ocean,
excluding that portion of Northern California contained within the following lines:
110. Commencing at the Southwest corner of Township 12N, Range 11E, of the Mount Diablo
Base and Meridian,
111. Thence Easterly to the Southeast corner of Township 12N, Range 16E,
112. Thence Northerly to the Northeast corner of Township 12N, Range 16E,
113. Thence Westerly to the Southeast corner of Township 13N, Range 15E,

114. Thence Northerly to the Northeast corner of Township 13N, Range 15E,
115. Thence Westerly to the Southeast corner of Township 14N, Range 14E,
116. Thence Northerly to the Northeast corner of Township 16N, Range 14E,
117. Thence Westerly to the Northwest corner of Township 16N, Range 12E,
118. Thence Southerly to the Southwest corner of Township 16N, Range 12E,
119. Thence Westerly to the Northwest corner of Township 15N, Range 11E,
120. Thence Southerly to the point of beginning at the Southwest corner of Township 12N, Range 11E.

Zone Pay and map changes shall apply for work bid after June 26, 2006.

All areas other than free zones shall be subject to the payment of Zone Pay.

The Individual Employer shall not be required to pay Zone Pay to employees employed by an Individual Employer in a permanent yard or shop or plant and employees employed by an Individual Employer on residential construction projects (not camps); subdivisions; buildings of three (3) stories or less including utilities and site work related to these buildings; streets, roadways and utilities which are a part of a residential construction project.

Zone Pay shall not be applicable within the city limits of the following cities or towns:

Auburn, Coalinga, Crescent City, Exeter, Grass Valley, Greenfield, Jackson, Jamestown, Lindsay, Mariposa, Nevada City, Placerville, Porterville, Sonora, Strathmore, Terrabella, Tuolumne, Twain Harte, Woodlake or Yreka.

Zone Pay shall apply to publicly financed camps, highways, dams, tunnels, power facilities, defense facilities, utilities (except as provided above), sewage disposal plants and heavy engineering projects together with the camps, warehouses, offices or facilities constructed in connection with such latter projects.

No Zone Pay shall be paid on a job located within the right of way of a road or highway forming part of the boundary of the Zone Pay area.

If a road or highway forming part of the boundary of a Zone Pay Area is relocated, such relocated road or highway upon being officially opened shall form a part of the boundary of the Zone Pay Area in place of the old road.

When the work is to be performed in the Zone Pay Area, each employee employed to perform work covered by this Agreement shall receive the Zone Pay specified herein.

When the work to be performed is in the Free Zone, such employees shall not be entitled to receive Zone Pay; provided, however, if two or more hours of compensable time (straight time or premium time) are worked by said employee in the Zone Pay Area, he/she shall be entitled to be paid appropriate Zone Pay for all hours worked.

SUPPLEMENT NO. 7

SUPPLEMENT TO THE MASTER AGREEMENT REGARDING LABORERS WORK FOR
THE CONCRETE SAWING, DRILLING, CORING AND BREAKING INDUSTRY

TRAVEL & DRIVING TIME

TRAVEL RATES PER HOUR (Based on the Group 3 Laborer rate):

EFFECTIVE DATE	6/25/18	7/1/19	6/29/20	6/28/21	6/27/22
	\$19.16	\$19.66	\$19.91	\$20.16	\$20.14

1. Time and one-half the travel rate shall be paid on travel during work time after the employee has worked a total of forty (40) hours work in a week or eight (8) hours work in a day on prevailing wage project. Any employee operating or responsible for the control of a company vehicle being used to transport personnel, equipment and/or supplies from the Individual Employer's regularly established shop or yard to a jobsite shall be compensated at the travel rate. No employee shall suffer a reduction in rate as a result of this agreement.

2. The employee's working time starts at the jobsite, yard or shop where he or she is required to report for work or begin driving a vehicle. Those who, as a matter of convenience, travel as passengers in company provided transportation shall not be paid travel time to the first site of employment or from the last site of employment during the workday. Employees assigned company vehicles that are provided primarily for the employee's convenience will be paid a driving stipend based on the travel rate for travel time spent driving in excess of sixty (60) miles to and from the first and last project in a workday where the project is located in excess of sixty (60) miles from the regularly established shop or yard.

3. Travel & Driving time is not subject to Section 28 (Fringe Benefits) in the Agreement except as set forth herein. However, an Individual Employer shall be required to contribute one hundred ten (110) hours to the Health & Welfare Trust Fund on behalf of an employee in any month where the employee's travel time work hours and non-travel work hours equal or exceed one hundred ten (110) hours for the month and the employee's non-travel time work hours are less than one hundred ten (110) hours. The Individual Employer will designate on the Trust Fund report form those hours which represent travel time work hours. (Example: Employee works ninety [90] non-travel time hours and twenty-five [25] travel time work hours in January. The Individual Employer will remit one hundred ten [110] hours of contributions to the Health & Welfare Trust Fund.) When an employee's non-travel time work hours for an Individual Employer in a given calendar year are not sufficient to earn a year of pension service credits, an Individual Employer will be required to contribute the additional hours an employee would need to earn a year of pension service credit where the employee's travel time and non-travel work hours would equal or exceed the number of hours necessary to earn a year of pension service credit. (Example: One thousand [1,000] hours are needed for a year of service credits. Employee works nine hundred [900] non-travel time hours and one hundred twenty-five [125] travel time hours in calendar year 2018. Individual Employer reports an additional one hundred (100) hours

to the Pension Trust Fund for the month of December 2018 to enable an employee to earn a year of service credits.)

SCHEDULE "A"

NORTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS HIRING HALL
LOCATIONS

Local	City	Street Address	Phone Number	Dispatch Hours
67*	Oakland	8301 Edgewater Drive, #201	510-569-4761	7:00-9:00 a.m.
67*	Sacramento	2717 Cottage Way, #12	916-482-2607	7:00-9:00 a.m.
73	Stockton	3984 Cherokee Rd.	209-466-3356	6:30-9:00 a.m.
185	Sacramento	1320 National Drive	916-928-8300	6:30-9:00 a.m.
185	Redding	2210 Twin View Blvd.	530-221-0961	6:30-9:00 a.m.
185	Yuba City	1650 Sierra Ave., #206	530-674-4707	6:30-9:00 a.m.
261	San Francisco	3271 18th Street	415-826-4550	6:30-9:00 a.m.
261	San Mateo	300 – 7th Ave.	650-344-7168	6:30-9:00 a.m.
261	San Rafael	4174 Redwood Highway	415-492-0936	6:30-9:00 a.m.
270	San Jose	509 Emory St.	408-297-2620	6:00-9:00 a.m.
270	Santa Cruz	640 Eaton St.	831-475-7058	6:00-9:00 a.m.
270	Salinas	117 Pajaro St	831-422-7077	6:00-9:00 a.m.
294	Fresno	5431 East Hedges Ave	559-255-3019	6:30-9:00 a.m.
294	Visalia	319 N. Church St	559-734-9426	6:30-9:00 a.m.
304	Hayward	29475 Mission Blvd	510-581-9600	6:00-9:00 a.m.
304	Oakland	425 Roland Way	510-562-2661	6:00-9:00 a.m.
304	Livermore	2063 Research Drive	925-455-8292	
324	Martinez	611 Berrellesa St.	925-228-0930	6:30-9:00 a.m.
324	Antioch	1005 Fitzuren Rd	925-439-1021	6:30-9:00 a.m.
324	Richmond	101 S. 12th St.	510-234-1069	6:30-9:00 a.m.
324	Vallejo	2920 Sonoma Blvd, Ste B	707-643-7214	6:30-9:00 a.m.
324	Santa Rosa	81 Barham Avenue	707-542-1107	6:30-9:00 a.m.
324	Napa	(Phone Dispatch Only)	707-226-7971	6:30-9:00 a.m.
1130	Modesto	2549 Yosemite Blvd., Ste K	209-521-9883	7:00-9:00 a.m.

*Asbestos

Northern California District Council of Laborers
Union Plaza
4780 Chabot Drive, Suite 200
Pleasanton, CA 94588
Telephone 925-469-6800
Facsimile 925-469-6900
Office Hours: 7:00 a.m. to 5:00 p.m. Monday through Friday